

**RESOLUTION 11-15**

**A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO A COMPANY FOR HVAC UNIT REPLACEMENT AT THE SPRING HILL LIBRARY IN CONJUNCTION WITH THE 2010 ENERGY GRANT PROGRAM**

**WHEREAS**, the Spring Hill Library is in need of energy efficient HVAC units; and

**WHEREAS**, the Spring Hill Board of Mayor and Aldermen encourages staff to seek available State and Federal Grant funding; and

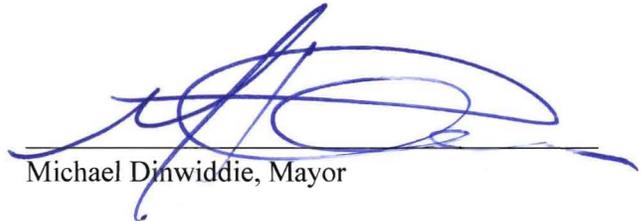
**WHEREAS**, the City of Spring Hill has been awarded an Energy Efficiency Conservation Block Grant (EECBG) totaling \$94,750.00 for Light Fixture replacement, Window replacement, and HVAC replacement; and

**WHEREAS**, the City of Spring Hill, Tennessee advertised and accepted sealed proposals for this project on January 7, 2011; and

**WHEREAS**, City Staff has reviewed proposals and has made a recommendation to the Budget Finance Advisory Committee on February 22, 2011; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Mayor and Alderman to authorize awarding the contract for HVAC Replacement at Spring Hill Library to B. Slater Construction, LLC in the amount of \$14,136.00, as recommended by the Budget Finance Advisory Committee.

Adopted this 22<sup>nd</sup> day of February, 2011



Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood, City Attorney

**CITY OF SPRING HILL, TENNESSEE**

**REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL CONTRACTOR SERVICES**

**REPLACEMENT of HVAC UNITS with UNITS of MINIMUM  
RATING of 13 SEER for PUBLIC LIBRARY  
and FIRE STATION # TWO**



**The City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174**

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**Section I - General Information**

A. The City of Spring Hill, TN desires to accept bids for contractor services for removing current HVAC units and replacing them with units having a minimum rating of 13 SEER at Fire Station # 2 located at 4237 Port Royal Road, as well as the Public Library at 144 Kedron Parkway, Spring Hill, Tennessee 37174.

1. Proposal Submittal Information:

Submittal Deadline: **Wednesday December 8th, 2010**

Submittal Mailing Address: City of Spring Hill  
c/o April Goad  
P.O. Box 789  
Spring Hill, TN 37174

Submittal Copies: Two (2) hardcopies of the proposal shall be provided  
Submit one (1) original signed proposal and one (1) copy labeled ***Energy Conservation Program - HVAC***. Submitted proposals must be delivered in printed format. Bidder's name and contractor's license number must be placed on the proposal envelope; otherwise the bid will not be opened. No faxed or e-mail proposals will be accepted. Mail is delivered after 12:00 p.m. Monday through Friday.

2. The original proposal document shall be signed in blue ink by an officer of the company who is authorized to legally bind the Proposer to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than sixty (60) calendar days from the proposal closing date is required. All sections shall be completed and included as an integral part of each bid.
3. Each firm assumes full responsibility for delivery and deposit of the complete proposal package on or before the deadline. Any proposals received after the submittal deadline will not be considered, and will be returned unopened to the Proposer. The City of Spring Hill will not be responsible for any loss or delay with respect to delivery of the proposals. The City reserves the right to reject any and all quotes or to waive any technical ties and irregularities.
4. The City of Spring Hill is not liable for any cost incurred by any firm prior to the execution of an agreement or contract. Nor shall the City of Spring Hill be liable for any costs incurred by the firm responding to this RFP and those not specified in any contract. The City of Spring Hill reserves the right to reject any or all proposals. All results from this project will remain the property of the City of Spring Hill.
5. Questions regarding this submittal should be directed to Victor Lay, P.E. at (931) 486-2252 ext. #215 or [vlay@springhilltn.org](mailto:vlay@springhilltn.org).

B. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City. No bid may be withdrawn after the scheduled bid closing date and time for a period of 90 days.

- C. The City of Spring Hill, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.
- D. The City of Spring Hill, Tennessee is a tax exempt organization.
- E. The bidder shall abide by and comply with the true intent of the project work scope and not take advantage of any unintended error or omission, but shall fully address the full intent and meaning of each aspect of the scope of work.
- F. Bidding - will be in accordance with the Tennessee General Contractor's License Law. Bidders on construction to the amount of \$25,000.00 or more must be licensed contractors as required by chapter 135 of the public acts of 1945 of the General Assembly of the State of Tennessee, Article I, and amendments thereto. Bidder's name and license number must be placed on the envelope containing his proposal; otherwise the bid will not be opened.
- G. Error in Bid - in case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- H. Inspection - Final inspection and acceptance or rejection will be made at a delivery destination, but all materials and all workmanship shall be subject to inspection and test at all times and places, and when practical, during construction. Right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of materials shall be made as promptly as practical, but impose no liability on the City of Spring Hill for such materials as are not in accordance with the specifications. Final inspection or acceptance does not relieve the contractor from liability for use of materials or construction standards as are not in accordance with the specifications or industry practices. In the event necessity requires the use of materials or supplies not conforming to the specifications, payment therefore may be made at a proper reduction price.
- I. Mandatory Site Inspection  
Site Inspection Date - Tuesday November 30th, 2010 8:30 a.m.  
The HVAC units at Fire Station #2 and the Public Library shall be inspected by **all bidders** prior to bidding as to determine the exact sizing requirements for materials and equipment.
- K. Term - The term shall be for 45 days to complete the project from the date of contract execution.
- L. Spring Hill Business License - Subject to the exceptions enumerated hereinafter, persons subject to the Spring Hill Business Tax operating from an established place of business in one county who extend their operations into other counties and/or municipalities without establishing an office,

headquarters or other place of business therein shall not be subject to the Spring Hill Business Tax in such other counties and/or municipalities. Tax on total receipts from all taxable sales shall be due to the county and municipality, if any, in which the established place of business is located.

Excepted from the rule as stated in above paragraph are:

- (a) Persons with no established place of business in this state.
- (b) Contractors with taxable receipts of \$50,000 and out of state contractors.

## **Section II - Project Scope of Work**

The City of Spring Hill is requesting bids from qualified contractors that are licensed, insured, bonded and capable of designing, recommending and installing HVAC unit solutions according to appropriate specifications to replace current HVAC units located in Fire Station #2 and the Public Library.

## **Section III - Proposal Evaluation and Selection**

The City of Spring Hill Finance Committee will evaluate each proposal and the selected firm will be recommended for the approval of the Board of Mayor and Aldermen within thirty (30) days after notification of the committee's recommendation. If a contract is not negotiated within this thirty day period, the City reserves the right to terminate all negotiations and select one of the other finalists or issue a new RFP. The bid will be awarded as deemed in the best interest of the City by the committee.

### **A.) Procurement**

In accordance with ARRA § 1554, to the maximum extent possible, the City will award contracts as fixed-price contracts through the use of competitive procedures. Most purchases will be covered by this clause: *Procurement by Small Purchase Procedures*: This method of procurement covers relatively simple and informal procurement methods for securing services, supplies, or other property not exceeding \$100,000 in cost. With this method, price or rate quotations must be obtained from an adequate number of qualified sources. (10 C.F.R. 600.236(d)).

After a contractor is procured, the City must check the Excluded Parties List System ([www.epls.gov](http://www.epls.gov)) to ensure the contractor has not been debarred or suspended from working with the federal government or declared ineligible from receiving contracts or subcontracts.

*DUNS numbers are required from the contractors and subcontractors to complete this process.*  
The EECBG Program Manager must approve all contractors before work can begin.

## **Section IV - Federal and Local Laws, Regulations, Guidelines and Required Documents**

### **A. Proof of Insurance**

The firm must provide Proof of Insurance, which complies with the City of Spring Hill's insurance policy. The proof of insurance must be issued to the City before the start of the project and insurance shall be maintained throughout the duration of the project.

1. Compensation Insurance - The contractor shall maintain during the life of this contract workman's compensation insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor

similarly to provide worker's compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's worker's compensation insurance.

2. Public Liability and Property Damage Insurance - The contractor shall take out and maintain during the life of this contract such liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations directly under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance will be as follows and will name the City as an additional insured.

a. Public Liability insurance in the amount of not less than \$1,000,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.

b. Property Damage insurance in an amount not less than \$1,000,000.00 for any one damage claim, and in an aggregate amount up to \$1,000,000.00 during a period of 12 months.

3. Performance and Other Bonds - CONTRACTOR shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements of the preceding paragraph. CONTRACTOR shall within five days thereafter substitute another bond and surety, both of which must be acceptable to the City.

## **B.) The American Recovery and Reinvestment Act of 2009**

Because of the use of Federally awarded funds for this project, proposers responding to this RFP should be familiar with Federal and Local Laws, regulations and guidelines that apply to ARRA, including but not limited to the following:

### **1. Buy American Provision**

#### **a.) Buy American Requirements**

All of the iron, steel and manufactured goods used in projects funded by the Recovery Act for the construction, alteration, maintenance or repair of a public building or public work must be produced or manufactured in the United States according to the Buy American provision in the American Recovery and Reinvestment Act of 2009.

A manufactured good for the purposes of Buy American provisions of the Recovery Act is a good "brought to the construction site for *incorporation into the building or work* that has been processed into a specific form and shape; or combined with other raw material to create a material that has different properties than the properties of the individual raw materials."

2 C.F.R. 176.140 (a) (1). Only goods permanently attached to real property are covered by the Act. The components used in the manufacturing process do not have to be from the U.S.

The production or manufacturing facility must be located in the U.S. or its territories.

**b.) Buy American Exceptions and Waivers**

The exceptions to the Buy American requirements include

- \* Non-availability-not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality
- \* Unreasonable cost-product will increase cost of the *overall project* by more than 25%
- \* Inconsistent with the public interest

If a grantee believes one of the exceptions applies to their project, a waiver can be applied for with the Department of Energy. Additionally, categorical waivers have been issued by the Dept. of Energy for certain products it has determined are not readily available.

These waivers include fluorescent electronic lighting ballasts, compact fluorescent light bulbs and non-residential programmable thermostats among other items.

Any additional waivers and small exceptions to these are on the **Buy American webpage** at [http://www1.eere.energy.gov/recovery/buy\\_american\\_provision.html](http://www1.eere.energy.gov/recovery/buy_american_provision.html).

**c.) Buy American Documentation**

Sub grantees hold contractors responsible for complying with the Buy American provisions and require documentation that the provisions have been followed.

Appropriate documentation includes:

- \* Receipts for items produced domestically indicating such
- \* A documented certification from the contractor, vendor, distributor, supplier, or manufactured domestically
- \* Detailed and verifiable information supporting the claim that the manufactured good has undergone substantial transformation in the United States and/or
- \* Other reasonable documentation per the discretion of the state, local, or tribal government financial assistance recipient demonstrating compliance with the Buy American provisions.

<http://www.recovery.gov>

**Attachments:**

- Buy American Certificate*.....#1
- Site Posters: Notice of ARRA Funding and Rights and Remedies Under ARRA*.....#2 (Part 1 & 2)

**2. Davis Bacon Act**

Dept. of Labor Prevailing Wage Rates - <http://www.wdol.gov/dba.aspx#0>

Contractors and Subcontractors are required to pay laborers wages **and** fringe benefits determined by the Secretary of Labor to be prevailing for our location.

Contractors, Subcontractors can be debarred from receiving any federal contracts for three (3) years if they are found to not be in compliance with Davis-Bacon.

Davis-Bacon Desk Guide: [http://www1.eere.energy.gov/wip/davis-bacon\\_act.html](http://www1.eere.energy.gov/wip/davis-bacon_act.html)

**Attachments:**

*Davis Bacon Weekly Certified Payrolls submitted on:*

- HOUR DIVISION FORM WH-347 and Instructions for Completing.....#3
- Tennessee Dept. of Labor and Workforce Dev. Building Prevailing Wage Rates 2009-2010*.....# 4
- Maury County, TN Prevailing Wage Rates Aug. 27, 2010*.....#5  
(Wage Rates are to be posted at project work site.)

*Site Poster: Davis Bacon Rights*.....#6

**3. Waste Stream Plan**

All Bidders, Contractors or Subcontractors are required to provide a Waste Stream Plan documenting how and where waste disposed of. This includes but is not limited to all potentially hazardous waste generated by this project to include asbestos, light bulbs, lead, PCBs, etc. The report shall also provide documentation regarding recyclables, and if items are not recycled give reason why. A report on waste generated and how it is disposed of is due within ninety (90) days of completion of the project to the Tennessee Department of Environment and Conservation, Division of Solid Waste Management. Further information may be found at the EECBG web site <http://tennessee.gov/eed/recovery/eecbg.html> under the section *Additional Contract and Reporting Documents*.

**Attachment:**

*Sample Waste Stream Plan*.....#7

**C.) Energy Efficiency Conservation Block Grant (EECBG) Program**

<http://tennessee.gov/ccd/recovery/eecbg.html>

**D.) Title VI and Title 49**

The City of Spring Hill, in accordance with Title VI of the Civil Rights Act of Code of 1964 and Title 49, of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.

Attachment:

*Certificate of Nondiscrimination*.....#8

*Title VI Compliance Survey*.....#9

**E.) Drug Free Workplace**

In order to provide a safe, healthy, productive, and drug-free working environment for its employees the City of Spring Hill complies with applicable state and federal laws including, the Drug-Free Workplace Act of 1988, Federal Highway Administration (FHWA) rules, the Department of Transportation (DOT) rules and the Omnibus Transportation Employee Testing act of 1991. All Bidders will affirm that they will act in full compliance with applicable state and federal laws to insure a Drug-Free Workplace.

Attachment:

*Drug-Free Workplace Affidavit*.....#10

**F.) Certificate of Non-Illegal Immigrant Use**

As Bidder, Contractor, or Subcontractor on the City of Spring Hill RFP for replacement of current lighting fixtures with energy efficient fixtures, will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract.

Attachment:

*Non-Illegal Immigrant Use Affidavit*.....#11

**G.) Affidavit of Non-Collusion**

Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Spring Hill, Tennessee are required to submit an **Affidavit of Non-Collusion**, which requires the signature of the Owner, Authorized Partner, Officer, Representative or Agent of Owner.

*The signature must be notarized by a Notary Public.*

Attachment:

*Affidavit of Non-Collusion*.....#12

**H.) Special Terms and Conditions**

Please refer to the Department of Economic and Community Development web site for Special Terms and Conditions. <http://tennessee.gov/ecd/recovery/eecbg.html>

(On this page there is a lengthy list of cities that have been awarded grants. Scroll to the bottom of the list and see the section, *Additional Contract and Reporting Documents*, Special Terms and Conditions.)

**Section V - Resources - For further information you may find these resources helpful.**

- \* Department of Energy - <http://www.eere.energy.gov/>
- \* Davis-Bacon - [http://www1.eere.energy.gov/wip/davis-bacon\\_act.html](http://www1.eere.energy.gov/wip/davis-bacon_act.html)
- \* U.S. Department of Labor - [www.dol.gov](http://www.dol.gov)
- \* Energy Efficiency Guide - An Energy Conservation and Efficiency Guide from the 2006 *International Residential Code* book may be obtained from the Spring Hill City Hall.

**BUY AMERICAN CERTIFICATION**

**City of Spring Hill, Tennessee**

**Submitted in response to the City of Spring Hill, TN**

**ENERGY EFFICIENCY PROJECT: ( ) HVAC ( ) Lighting ( ) Windows**

Section 1605 of the American Recovery and Reinvestment Act states that:

*"None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."*

To meet this requirement, the undersigned hereby certifies that all of the material, equipment and accessories which are to be incorporated into the City of Spring Hill Energy Efficiency Conservation Block Grant Agreement to be partially funded by monies from the American Recovery and Reinvestment Act, has been manufactured from domestic construction material as defined by 40 CFR 35.936-13 (D).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

The City of Spring Hill will require that any supplies, products etc. purchased by these grant funds, if awarded, will be American made.

# Know Your Rights Under the Recovery Act!

## *Did you know?*

The American Recovery and Reinvestment Act of 2009<sup>1</sup> provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

## *Who is protected?*

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

## *How are Whistleblowers Protected?*

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

## *What types of disclosures are protected?*

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

## *Take Action!*

Log on to [Recovery.gov](http://Recovery.gov) for more information about your rights and details on how to report at [www.recovery.gov](http://www.recovery.gov).

<sup>1</sup> Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

# NOTICE

**THIS ENTITY IS A RECIPIENT OF  
AMERICAN RECOVERY AND  
REINVESTMENT ACT FUNDS. IF YOU  
HAVE KNOWLEDGE OF ANY  
ACTIVITY WHICH YOU CONSIDER TO  
BE ILLEGAL, IMPROPER, OR  
WASTEFUL, PLEASE CALL THE  
STATE COMPTROLLER'S TOLL-FREE  
HOTLINE:**

**1-800-232-5454**



**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



U.S. Wage and Hour Division

Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR  OR SUBCONTRACTOR

ADDRESS

OMB No.: 1215-0149  
Expires: 12/31/2011

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



## ATTACHMENT 7 - INSTRUCTIONS FOR COMPLETING FORM WH-347

U.S. Department of Labor

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- [WH-347 \(PDF\)](#)

OMB Control No. 1215-0149, Expires 12/31/2011.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

## ATTACHMENT 7 - INSTRUCTIONS FOR COMPLETING FORM WH-347

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

## ATTACHMENT 7 - INSTRUCTIONS FOR COMPLETING FORM WH-347

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or

## ATTACHMENT 7 - INSTRUCTIONS FOR COMPLETING FORM WH-347

regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

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**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**Note:** In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at [www.adobe.com/products/acrobat/rcadstep2.html](http://www.adobe.com/products/acrobat/rcadstep2.html). To save the completed forms on your workstation, you need to use the "Save As" method to save the file. For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

## 2009-2010 BUILDING PREVAILING WAGE RATES

CLASSIFICATION	CLASSIFICATION	REGIONS	1	2	3	4	5	6	7	8	9	10	11	12
Boilermaker	Constructor de Calderas	01	21.22	16.82	18.13	15.53	16.27	15.15	20.23	20.86	18.98	19.25	13.57	16.05
Bricklayer	Ladrillero	02	18.78	23.16	18.57	15.44	25.03	24.85	18.49	23.69	20.27	17.39	11.97	20.00
Carpenter	Carpintero	03	20.31	15.76	19.51	18.86	16.65	18.29	21.95	20.52	18.12	17.80	14.14	17.21
Cement Finisher, Plaster	Terminador de Cemento	04	17.25	13.99	15.15	14.17	13.32	14.81	21.68	18.09	16.36	17.58	14.04	16.45
Class "A" Operator	Operador Clase "A"	05	20.42	17.87	19.99	16.39	16.45	18.65	22.64	17.24	14.35	18.78	14.18	16.60
Class "B" Operator	Operador Clase "B"	06	13.50	12.53	14.55	12.62	10.87	11.84	13.99	14.43	11.60	11.23	8.52	11.73
Class "C" Operator	Operador Clase "C"	07	15.88	18.50	13.30	12.82	12.52	12.44	15.06	17.08	10.30	15.77	10.97	12.26
Electrician	Electricista	08	22.06	22.03	18.20	18.83	21.01	22.45	23.24	25.93	20.35	21.56	17.56	21.81
Low Voltage Electrician <70 Volts	Electricista De Bajo Voltaje <70 Volts	09	20.30	16.64	16.64	16.64	15.50	17.28	16.64	16.64	16.64	16.31	16.64	17.23
Elevator Constructor	Constructor de Elevadores	10	20.32	15.96	17.71	14.72	24.81	24.65	18.36	20.39	18.52	19.14	19.04	25.18
Glazier	Vidriero/Enbarnizador	11	20.12	18.17	14.65	12.19	18.22	17.45	16.90	16.23	15.89	16.07	16.09	17.39
Insulation Worker for Mechanical Trades / Asbestos Worker	Trabajador de Insulacion para Entrenador de Mecanico/ Trabajadora De Asbesto	12	21.87	22.99	23.01	19.31	17.49	18.44	20.25	20.99	19.92	14.02	13.40	18.01
Iron Worker: Structural, Reinforcing, Ornamental	Herrero	13	21.03	17.09	14.14	19.30	16.26	21.13	21.42	21.20	16.93	15.24	13.80	19.46
Laborer Class A	Obrero Clase A	14	13.12	12.29	11.97	11.91	16.83	12.27	13.38	12.46	11.67	13.94	10.28	12.41
Laborer Class B	Obrero Clase B	15	12.90	9.79	15.80	11.24	11.76	11.78	14.49	10.86	11.15	11.43	9.22	12.50
Millwright	Tornero	16	18.14	14.05	16.71	14.28	15.62	20.76	18.94	19.16	15.89	15.19	23.60	19.80
Painter/Plasterer	Pintor/Transitivo	17	17.53	17.85	20.22	12.32	14.15	12.87	19.53	17.07	12.86	15.32	14.26	15.09
Pipefitter/Plumber	Instalador de Tuberia/Plomero	18	25.22	22.55	22.47	21.58	20.25	26.52	24.48	20.99	15.06	17.50	15.70	25.97
Roofers	Tejero/Instalador de Techos	19	19.59	13.37	15.45	11.54	13.54	13.13	17.26	20.60	14.57	16.83	14.02	20.43
Sheet-Metal Worker	Hojalatero	20	26.50	22.29	23.81	15.57	19.98	22.68	23.80	19.61	15.76	19.03	17.86	21.97
Truck Driver (3 or more axles)	Camionero (3 o más ejes)	21	15.13	10.62	11.96	10.26	12.85	12.44	17.48	17.71	9.70	10.83	11.15	16.21
Truck Driver (2 axles, over 1 ton)	Camionero (2 ejes, más de 1 tonelada)	22	16.00	8.48	9.41	10.80	13.55	9.40	11.01	14.19	10.01	12.05	11.42	17.93
Truck Driver (2 axles, 1 ton & less)	Camionero (2 ejes, menos de 1	23	15.37	9.26	10.27	10.93	10.60	8.33	17.41	13.91	9.41	10.61	13.73	10.63

### APPRENTICESHIP REGULATIONS

Under T.C.A., §12-4-415, the Prevailing Wage Commission has promulgated Rule 0800-3-2-.01(1) which provides that: "Apprentices shall mean those persons registered individually under a bona fide apprenticeship program registered with the Bureau of Apprenticeship and Training in the United States Department of Labor. The state agency contracting officer shall require the contractor or sub-contractor using the apprentice to submit evidence of his indenture and/or apprenticeship registration when the apprentice's name first appears on a submitting payroll."

**AUTHORITY** T.C.A., §12-4-415 Administrative History: Original Rule filed June 4, 1976. Effective: July 14, 1976.



The Tennessee Department of Labor and Workforce Development is an equal opportunity employer. Auxiliary aids and services are available upon request to individuals with disabilities. TTY 615-532-2879; 1-800-848-0299. TTY/TDD 711.



Tennessee Department of Labor and Workforce Development, Authorization No. #337462. 500 copies. 02/07 This document has been promulgated at a cost of \$ 02 per copy.

General Decision Number: TN100071 11/12/2010 TN71

Superseded General Decision Number: TN20080071

State: Tennessee

Construction Type: Building

County: Maury County in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	08/27/2010
2	10/01/2010
3	10/08/2010
4	11/12/2010

CARP0223-006 05/01/2008

	Rates	Fringes
CARPENTER (Form Work and Scaffold Builder Only).....	\$ 20.20	8.36

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ENGI0369-006 05/01/2010

	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 22.97	9.85
OPERATOR: Forklift.....	\$ 22.97	9.85

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IRON0492-008 05/01/2010

	Rates	Fringes
IRONWORKER, Structural and Reinforcing.....	\$ 22.50	9.85

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LABO0386-001 05/01/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 15.37	4.90

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LABO0386-002 05/01/2009

	Rates	Fringes
LABORER; Jack Hammer Only.....	\$ 15.52	4.90

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PLUM0572-007 05/01/2010

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 30.33	12.73

\* SHEE0177-007 05/01/2010

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 23.00	10.40

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SUTN2009-054 09/21/2009

	Rates	Fringes
BRICKLAYER.....	\$ 23.03	0.00
CARPENTER, Includes Drywall Hanging (Excludes Form Work and Scaffold Building).....	\$ 17.03	4.91
CEMENT MASON/CONCRETE FINISHER....	\$ 12.67	2.70
ELECTRICIAN.....	\$ 20.77	6.05
GLAZIER.....	\$ 11.90	0.00
LABORER: Mason Tender - Brick....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.77	0.00
OPERATOR: Crane.....	\$ 18.42	2.02
OPERATOR: Grader/Blade.....	\$ 13.50	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER: Spray Only.....	\$ 12.00	0.00
ROOFER, Including Rubber Roof, Shake and Shingle and Thermal Plastic-TPO Roof.....	\$ 13.50	1.00
TRUCK DRIVER, Including Dump Truck.....	\$ 11.49	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates

listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).  
Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

## ATTACHMENT 3 - SAMPLE WASTE STREAM PLAN

### ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) WASTE STREAM PLAN

#### Environmental Requirements for Tennessee Grant Recipients:

##### **General Requirements:**

The EECBG grantee shall perform the requirements of the grant in accordance with all applicable federal, state, and local environmental regulations, including those applicable to the removal, handling, and transportation of hazardous waste, universal waste, hazardous materials, asbestos waste, PCBs, and solid waste. The grantee shall recycle all materials that are reasonably recyclable. All mercury containing materials will be recycled unless prior permission is given by the Tennessee Department of Environment and Conservation (TDEC or the department) for an exemption.

The grantee shall submit to the state a report, no later than ninety (90) days after completion of the project, on the disposition of waste materials that shall include the materials removed, whether the materials were recycled or disposed of, and a list of the organization(s)/business(es), who received the materials. A brief statement shall be noted in the report for any materials that were disposed of that states the reason why that material was not recycled. The grantee will ensure its own personnel and/or contractors possess the required licenses and training to handle the materials (such as are licensed for asbestos removal, licensed to transport hazardous waste, etc.). An example grant environmental project completion report and further guidance on the general requirements can be located on the Division of Solid Waste Management's website at: <http://www.state.tn.us/environment/swm/>

The environmental report shall be submitted to:

Division of Solid Waste Management  
ATTN: DOE/Energy Grant Recipients  
Environmental Project Completion Report  
5<sup>th</sup> Floor, L&C Tower  
401 Church Street  
Nashville, Tennessee 37243-1535

Typical waste that is encountered in this program includes but is not limited to:

#### **Lights and Lightbulbs**

Lighting retrofits are one of the most common and effective energy conservation measures available. Replacing old lamps/lights/bulbs and magnetic ballasts with high efficiency lights or HID lights and electronic ballasts can save energy. In addition, these newer lights and ballasts provide a better quality of light, are quieter and last longer. All fluorescent lights and many magnetic ballasts contain hazardous materials that must be disposed of or recycled properly in order to avoid serious potential environmental and human health problems. Fluorescent lights contain mercury, and some old magnetic ballasts may contain polychlorinated biphenyls (PCBs). Fluorescent and Mercury Containing Lamps (Bulbs) shall be recycled per the universal waste regulations in Tennessee Rule 1200-01-11.12. No testing of these lamps is required. Ballasts

## ATTACHMENT 3 - SAMPLE WASTE STREAM PLAN

must be tested for PCBs (or use manufacturer's information to determine that PCBs are not an issue). Ballasts shall be recycled if no PCBs are present. More information on PCBs is below.

<http://www.state.tn.us/environment/swm/toxicsubstancesprg/>

Information on firms that recycle materials can be found at the University of Tennessee's Center for Industrial Services website at:

<http://www.cis.tennessee.edu/environmental/recycle/>

### **PCBs (found in older ballasts)**

PCBs are long lasting, synthetic organic compounds that, due to their non-flammability, stability, high boiling point and insulating properties, were used in numerous applications including electrical and hydraulic equipment insulating oils, as plasticizers in paint plastics and rubber products and in pigments and dyes and hundreds of other industrial applications. PCBs were manufactured from 1929 until the Toxic Substances Control Act (TSCA) banned them in 1979 pursuant to regulations outlined [40 CFR 761](#). PCBs are still in use in older electrical equipment such as transformers and capacitors. Through a cooperative agreement with [EPA Region 4](#), the Tennessee's Toxic Substances Program conducts PCB Compliance Inspections to monitor use, storage, disposal, and management of PCBs by electrical utility companies, industries, scrap metal facilities, and other businesses. If you will encounter PCBs in your project, contact the Tennessee Toxic Substances Program at 615-532-0780 for more information and the latest updates. It should be noted that ballasts with PCBs can also be recycled.

### **Asbestos**

An asbestos project is any asbestos activity inclusive of developing management plans for schools, project designs, response actions, inspections, response action air monitoring sampling and clearance air sampling. Rule Chapter 1200-01-20 Asbestos Accreditation Requirements applies to asbestos containing materials and asbestos containing building materials in schools or public and commercial buildings. The Rule also requires the accreditation of training providers, firms and individuals engaged in asbestos activities. Accredited asbestos firms must employ accredited persons, ensure that accredited persons perform only the task specific to their respective discipline and ensure compliance with appropriate work practice standards. Accredited firms must also comply with the asbestos NESHAP regulation that is enforced by TDEC's Division of Air Pollution Control and local air programs located in Davidson, Hamilton, Knox and Shelby counties. Asbestos renovation activities and demolition conducted in these counties are under the jurisdiction of a local air agency which is the point of contact for notification and permitting requirements. Firms are required to submit the proper notification of asbestos renovation activity and the demolition of buildings to the appropriate state or local air agency. Listed below are helpful links to information regarding asbestos:

- Asbestos accreditation regulation: <http://www.state.tn.environment/swm/asbestos>
- NESHAP regulation and helpful links: <http://www.state.tn.us/environment/apc/asbestos/>

### ATTACHMENT 3 - SAMPLE WASTE STREAM PLAN

- Local county air agency information: Nashville/Davidson - (615) 340-5653; Chattanooga/Hamilton – (423) 643-5971; Knoxville/Knox – (865) 215-5914; and Memphis/Shelby – (901) 544-7587 or 7653.

#### **Lead**

On April 22, 2008, EPA issued a Rule requiring the use of lead-safe practices and other actions aimed at preventing lead poisoning. Under the rule, beginning in April 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, schools and other child-occupied facilities built before 1978 must be certified and must follow specific work practices to prevent lead contamination. To find out more about the Federal EPA Program, follow the link to the [Renovation, Repair and Painting Rule requirements](#) which is now in effect.

TDEC has drafted RRP regulatory requirements that are similar to the federal program. An effective date of TDEC's RRP Rule and program implementation is pending. Additional information for the State's RRP Program can be obtained by calling 1-877-819-6777.

**CITY OF SPRING HILL  
CONSTRUCTION CONTRACT  
CERTIFICATE OF NONDISCRIMINATION**

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As Bidder, Contractor, or Subcontractor on the **City of Spring Hill**

**ENERGY EFFICIENCY PROJECT ( ) Lighting ( ) HVAC ( ) Windows**

the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

1. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds or race, color, national origin or sex;
2. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the City;
3. require a similar certificate to be executed by each subcontractor at the time a subcontractor is contract executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**CITY OF SPRING HILL  
TITLE VI COMPLIANCE SURVEY**

The City of Spring Hill intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

**ENERGY EFFICIENCY PROJECT: ( ) Lighting ( ) HVAC ( ) Windows**

NAME OF COMPANY: \_\_\_\_\_

NAME OF OWNER/CONTRACTOR: \_\_\_\_\_

ADDRESS OF OWNER/CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

COUNTY: \_\_\_\_\_

TYPE OF SERVICES PROVIDED: \_\_\_\_\_

**OWNER/CONTRACTOR**  
(Race/Gender)

White Males \_\_\_\_\_  
White Females \_\_\_\_\_  
African-American Males \_\_\_\_\_  
African-American Females \_\_\_\_\_  
Hispanic Males \_\_\_\_\_  
Hispanic Females \_\_\_\_\_  
Native American Male \_\_\_\_\_  
Native American Females \_\_\_\_\_  
Asian-American Males \_\_\_\_\_  
Asian-American Females \_\_\_\_\_  
Other \_\_\_\_\_ Males \_\_\_\_\_  
Other \_\_\_\_\_ Females \_\_\_\_\_

**EMPLOYEES**  
(Number in each category)

White Males \_\_\_\_\_  
White Females \_\_\_\_\_  
African-American Males \_\_\_\_\_  
African-American Females \_\_\_\_\_  
Hispanic Males \_\_\_\_\_  
Hispanic Females \_\_\_\_\_  
Native American Male \_\_\_\_\_  
Native American Females \_\_\_\_\_  
Asian-American Males \_\_\_\_\_  
Asian-American Females \_\_\_\_\_  
Other \_\_\_\_\_ Males \_\_\_\_\_  
Other \_\_\_\_\_ Females \_\_\_\_\_

# AFFIDAVIT

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

DRUG - FREE WORKPLACE AFFIDAVIT  
OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for: \_\_\_\_\_
2. That the bidding entity has submitted a bid to the **City of Spring Hill** for the  
**ENERGY EFFICIENCY PROJECT: ( ) Lighting ( ) HVAC ( ) Windows**
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with '50-9-113, *Tennessee Code Annotated*.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not. \_\_\_\_\_

AFFIANT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

**CITY OF SPRING HILL  
CONSTRUCTION CONTRACT CERTIFICATE OF  
NON- ILLEGAL IMMIGRANT USE**

As Bidder, Contractor, or Subcontractor on City of Spring Hill:

**ENERGY EFFICIENCY PROJECT: ( ) Lighting ( ) HVAC ( ) Windows**

---

1. the undersigned states that he does not knowingly utilize the services of **illegal immigrants** in the performance of a contract for goods or services entered into with the City of Spring Hill.
2. and will not knowingly utilize the services of any subcontractor who will utilize the services of **illegal immigrants** in the performance of the contract;
3. If any person who contracts to supply goods or services to the City of Spring Hill or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of **illegal immigrants** in the performance of the contract to supply goods or services to the City of Spring Hill, the City of Spring Hill shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the City of Spring Hill for a period of one (1) year from the date of discovery of the usage of **illegal immigrant** services in the performance of a contract to supply goods or services to the City of Spring Hill.

Contractor's Name: \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

# Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

## City of Spring Hill, Tennessee

**ENERGERY EFFICIENCY PROJECT: ( ) HVAC ( ) Lighting ( ) Windows**

State of )

) SS County of

)

\_\_\_\_\_, deposes and makes oath that: (printed name of person signing Affidavit)

He or she is the \_\_\_\_\_ of (Owner or  
Authorized Partner, Officer, Representative or Agent of Owner)

\_\_\_\_\_, (legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

1 The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

2 Such bid or proposal is genuine and is not a collusive or sham bid or proposal;

3 Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Spring Hill or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Spring Hill or any person interested in the proposed contract;

4 The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and

5 He or she understands that T.C.A. §6-54-107, prohibits any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

\_\_\_\_\_  
(signature of Affiant) (title of Affiant)

\_\_\_\_\_, 20\_\_\_\_ My Commission Expires: \_\_\_\_\_  
(Notary Public)

**CITY OF SPRING HILL, TENNESSEE**

**REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL CONTRACTOR SERVICES**

**REPLACEMENT of HVAC UNITS with UNITS of MINIMUM  
RATING of 13 SEER for PUBLIC LIBRARY  
and FIRE STATION # TWO**



**The City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174**

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## **Section I - General Information**

A. The City of Spring Hill, TN desires to accept bids for contractor services for removing current HVAC units and replacing them with units having a minimum rating of 13 SEER at Fire Station # 2 located at 4237 Port Royal Road, as well as the Public Library at 144 Kedron Parkway, Spring Hill, Tennessee 37174.

1. Proposal Submittal Information:

Submittal Deadline: **Wednesday December 8th, 2010**

Submittal Mailing Address: City of Spring Hill  
c/o April Goad  
P.O. Box 789  
Spring Hill, TN 37174

Submittal Copies: Two (2) hardcopies of the proposal shall be provided  
Submit one (1) original signed proposal and one (1) copy labeled ***Energy Conservation Program - HVAC***. Submitted proposals must be delivered in printed format. Bidder's name and contractor's license number must be placed on the proposal envelope; otherwise the bid will not be opened. No faxed or e-mail proposals will be accepted. Mail is delivered after 12:00 p.m. Monday through Friday.

2. The original proposal document shall be signed in blue ink by an officer of the company who is authorized to legally bind the Proposer to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than sixty (60) calendar days from the proposal closing date is required. All sections shall be completed and included as an integral part of each bid.
3. Each firm assumes full responsibility for delivery and deposit of the complete proposal package on or before the deadline. Any proposals received after the submittal deadline will not be considered, and will be returned unopened to the Proposer. The City of Spring Hill will not be responsible for any loss or delay with respect to delivery of the proposals. The City reserves the right to reject any and all quotes or to waive any technical ties and irregularities.
4. The City of Spring Hill is not liable for any cost incurred by any firm prior to the execution of an agreement or contract. Nor shall the City of Spring Hill be liable for any costs incurred by the firm responding to this RFP and those not specified in any contract. The City of Spring Hill reserves the right to reject any or all proposals. All results from this project will remain the property of the City of Spring Hill.
5. Questions regarding this submittal should be directed to Victor Lay, P.E. at (931) 486-2252 ext. #215 or [vlay@springhilltn.org](mailto:vlay@springhilltn.org).

B. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City. No bid may be withdrawn after the scheduled bid closing date and time for a period of 90 days.

- C. The City of Spring Hill, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.
- D. The City of Spring Hill, Tennessee is a tax exempt organization.
- E. The bidder shall abide by and comply with the true intent of the project work scope and not take advantage of any unintended error or omission, but shall fully address the full intent and meaning of each aspect of the scope of work.
- F. Bidding - will be in accordance with the Tennessee General Contractor's License Law. Bidders on construction to the amount of \$25,000.00 or more must be licensed contractors as required by chapter 135 of the public acts of 1945 of the General Assembly of the State of Tennessee, Article I, and amendments thereto. Bidder's name and license number must be placed on the envelope containing his proposal; otherwise the bid will not be opened.
- G. Error in Bid - in case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- H. Inspection - Final inspection and acceptance or rejection will be made at a delivery destination, but all materials and all workmanship shall be subject to inspection and test at all times and places, and when practical, during construction. Right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of materials shall be made as promptly as practical, but impose no liability on the City of Spring Hill for such materials as are not in accordance with the specifications. Final inspection or acceptance does not relieve the contractor from liability for use of materials or construction standards as are not in accordance with the specifications or industry practices. In the event necessity requires the use of materials or supplies not conforming to the specifications, payment therefore may be made at a proper reduction price.
- I. Mandatory Site Inspection  
Site Inspection Date - Tuesday November 30th, 2010 8:30 a.m.  
The HVAC units at Fire Station #2 and the Public Library shall be inspected by **all bidders** prior to bidding as to determine the exact sizing requirements for materials and equipment.
- K. Term - The term shall be for 45 days to complete the project from the date of contract execution.
- L. Spring Hill Business License - Subject to the exceptions enumerated hereinafter, persons subject to the Spring Hill Business Tax operating from an established place of business in one county who extend their operations into other counties and/or municipalities without establishing an office,

headquarters or other place of business therein shall not be subject to the Spring Hill Business Tax in such other counties and/or municipalities. Tax on total receipts from all taxable sales shall be due to the county and municipality, if any, in which the established place of business is located.

Excepted from the rule as stated in above paragraph are:

- (a) Persons with no established place of business in this state.
- (b) Contractors with taxable receipts of \$50,000 and out of state contractors.

## **Section II - Project Scope of Work**

The City of Spring Hill is requesting bids from qualified contractors that are licensed, insured, bonded and capable of designing, recommending and installing HVAC unit solutions according to appropriate specifications to replace current HVAC units located in Fire Station #2 and the Public Library.

## **Section III - Proposal Evaluation and Selection**

The City of Spring Hill Finance Committee will evaluate each proposal and the selected firm will be recommended for the approval of the Board of Mayor and Aldermen within thirty (30) days after notification of the committee's recommendation. If a contract is not negotiated within this thirty day period, the City reserves the right to terminate all negotiations and select one of the other finalists or issue a new RFP. The bid will be awarded as deemed in the best interest of the City by the committee.

### **A.) Procurement**

In accordance with ARRA § 1554, to the maximum extent possible, the City will award contracts as fixed-price contracts through the use of competitive procedures. Most purchases will be covered by this clause: *Procurement by Small Purchase Procedures*: This method of procurement covers relatively simple and informal procurement methods for securing services, supplies, or other property not exceeding \$100,000 in cost. With this method, price or rate quotations must be obtained from an adequate number of qualified sources. (10 C.F.R. 600.236(d)).

After a contractor is procured, the City must check the Excluded Parties List System ([www.epls.gov](http://www.epls.gov)) to ensure the contractor has not been debarred or suspended from working with the federal government or declared ineligible from receiving contracts or subcontracts.

*DUNS numbers are required from the contractors and subcontractors to complete this process.*  
The EECBG Program Manager must approve all contractors before work can begin.

## **Section IV - Federal and Local Laws, Regulations, Guidelines and Required Documents**

### **A. Proof of Insurance**

The firm must provide Proof of Insurance, which complies with the City of Spring Hill's insurance policy. The proof of insurance must be issued to the City before the start of the project and insurance shall be maintained throughout the duration of the project.

1. Compensation Insurance - The contractor shall maintain during the life of this contract workman's compensation insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor

similarly to provide worker's compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's worker's compensation insurance.

2. Public Liability and Property Damage Insurance - The contractor shall take out and maintain during the life of this contract such liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations directly under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance will be as follows and will name the City as an additional insured.

a. Public Liability insurance in the amount of not less than \$1,000,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.

b. Property Damage insurance in an amount not less than \$1,000,000.00 for any one damage claim, and in an aggregate amount up to \$1,000,000.00 during a period of 12 months.

3. Performance and Other Bonds - CONTRACTOR shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. The bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements of the preceding paragraph. CONTRACTOR shall within five days thereafter substitute another bond and surety, both of which must be acceptable to the City.

## **B.) The American Recovery and Reinvestment Act of 2009**

Because of the use of Federally awarded funds for this project, proposers responding to this RFP should be familiar with Federal and Local Laws, regulations and guidelines that apply to ARRA, including but not limited to the following:

### **1. Buy American Provision**

#### **a.) Buy American Requirements**

All of the iron, steel and manufactured goods used in projects funded by the Recovery Act for the construction, alteration, maintenance or repair of a public building or public work must be produced or manufactured in the United States according to the Buy American provision in the American Recovery and Reinvestment Act of 2009.

A manufactured good for the purposes of Buy American provisions of the Recovery Act is a good "brought to the construction site for *incorporation into the building or work* that has been processed into a specific form and shape; or combined with other raw material to create a material that has different properties than the properties of the individual raw materials."

2 C.F.R. 176.140 (a) (1). Only goods permanently attached to real property are covered by the Act. The components used in the manufacturing process do not have to be from the U.S.

The production or manufacturing facility must be located in the U.S. or its territories.

**b.) Buy American Exceptions and Waivers**

The exceptions to the Buy American requirements include

- \* Non-availability-not produces or manufactured in sufficient and reasonably available quantities of a satisfactory quality
- \* Unreasonable cost-product will increase cost of the *overall project* by more than 25%
- \* Inconsistent with the public interest

If a grantee believes one of the exceptions applies to their project, a waiver can be applied for with the Department of Energy. Additionally, categorical waivers have been issued by the Dept. of Energy for certain products it has determined are not readily available.

These waivers include fluorescent electronic lighting ballasts, compact fluorescent light bulbs and non-residential programmable thermostats among other items.

Any additional waivers and small exceptions to these are on the **Buy American webpage** at [http://www1.eere.energy.gov/recovery/buy\\_american\\_provision.html](http://www1.eere.energy.gov/recovery/buy_american_provision.html).

**c.) Buy American Documentation**

Sub grantees hold contractors responsible for complying with the Buy American provisions and require documentation that the provisions have been followed.

Appropriate documentation includes:

- \* Receipts for items produced domestically indicating such
- \* A documented certification from the contractor, vendor, distributor, supplier, or manufactured domestically
- \* Detailed and verifiable information supporting the claim that the manufactured good has undergone substantial transformation in the United States and/or
- \* Other reasonable documentation per the discretion of the state, local, or tribal government financial assistance recipient demonstrating compliance with the Buy American provisions.

<http://www.recovery.gov>

**Attachments:**

- Buy American Certificate*.....#1
- Site Posters: Notice of ARRA Funding and Rights and Remedies Under ARRA*.....#2 (Part 1 & 2)

**2. Davis Bacon Act**

Dept. of Labor Prevailing Wage Rates - <http://www.wdol.gov/dba.aspx#0>

Contractors and Subcontractors are required to pay laborers wages **and** fringe benefits determined by the Secretary of Labor to be prevailing for our location.

Contractors, Subcontractors can be debarred from receiving any federal contracts for three (3) years if they are found to not be in compliance with Davis-Bacon.

Davis-Bacon Desk Guide: [http://www1.eere.energy.gov/wip/davis-bacon\\_act.html](http://www1.eere.energy.gov/wip/davis-bacon_act.html)

**Attachments:**

*Davis Bacon Weekly Certified Payrolls submitted on:*

- HOUR DIVISION FORM WH-347 and Instructions for Completing.....#3
- Tennessee Dept. of Labor and Workforce Dev. Building Prevailing Wage Rates 2009-2010*.....# 4
- Maury County, TN Prevailing Wage Rates Aug. 27, 2010*.....#5  
(Wage Rates are to be posted at project work site.)

*Site Poster: Davis Bacon Rights*.....#6

**3. Waste Stream Plan**

All Bidders, Contractors or Subcontractors are required to provide a Waste Stream Plan documenting how and where waste disposed of. This includes but is not limited to all potentially hazardous waste generated by this project to include asbestos, light bulbs, lead, PCBs, etc. The report shall also provide documentation regarding recyclables, and if items are not recycled give reason why. A report on waste generated and how it is disposed of is due within ninety (90) days of completion of the project to the Tennessee Department of Environment and Conservation, Division of Solid Waste Management. Further information may be found at the EECBG web site <http://tennessee.gov/eec/recovery/eecbg.html> under the section *Additional Contract and Reporting Documents*.

**Attachment:**

*Sample Waste Stream Plan*.....#7

**C.) Energy Efficiency Conservation Block Grant (EECBG) Program**

<http://tennessee.gov/ccd/recovery/eecbg.html>

**D.) Title VI and Title 49**

The City of Spring Hill, in accordance with Title VI of the Civil Rights Act of Code of 1964 and Title 49, of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.

Attachment:

*Certificate of Nondiscrimination*.....#8

*Title VI Compliance Survey*.....#9

**E.) Drug Free Workplace**

In order to provide a safe, healthy, productive, and drug-free working environment for its employees the City of Spring Hill complies with applicable state and federal laws including, the Drug-Free Workplace Act of 1988, Federal Highway Administration (FHWA) rules, the Department of Transportation (DOT) rules and the Omnibus Transportation Employee Testing act of 1991. All Bidders will affirm that they will act in full compliance with applicable state and federal laws to insure a Drug-Free Workplace.

Attachment:

*Drug-Free Workplace Affidavit*.....#10

**F.) Certificate of Non-Illegal Immigrant Use**

As Bidder, Contractor, or Subcontractor on the City of Spring Hill RFP for replacement of current lighting fixtures with energy efficient fixtures, will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract.

Attachment:

*Non-Illegal Immigrant Use Affidavit*.....#11

**G.) Affidavit of Non-Collusion**

Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Spring Hill, Tennessee are required to submit an **Affidavit of Non-Collusion**, which requires the signature of the Owner, Authorized Partner, Officer, Representative or Agent of Owner.

*The signature must be notarized by a Notary Public.*

Attachment:

*Affidavit of Non-Collusion*.....#12

**H.) Special Terms and Conditions**

Please refer to the Department of Economic and Community Development web site for Special Terms and Conditions. <http://tennessee.gov/eed/recovery/eecbg.html>

(On this page there is a lengthy list of cities that have been awarded grants. Scroll to the bottom of the list and see the section, *Additional Contract and Reporting Documents*, Special Terms and Conditions.)

**Section V - Resources - For further information you may find these resources helpful.**

- \* Department of Energy - <http://www.eere.energy.gov/>
- \* Davis-Bacon - [http://www1.eere.energy.gov/wip/davis-bacon\\_act.html](http://www1.eere.energy.gov/wip/davis-bacon_act.html)
- \* U.S. Department of Labor - [www.dol.gov](http://www.dol.gov)
- \* Energy Efficiency Guide - An Energy Conservation and Efficiency Guide from the 2006 *International Residential Code* book may be obtained from the Spring Hill City Hall.



2109 DUTCH VALLEY DRIVE • KNOXVILLE, TN 37918

865-219-9886

INDUSTRIAL • COMMERCIAL  
HEATING • COOLING • SHEET METAL • AIR CLEANING

STATE LICENSE NO 19870

Columbia Contact: Cliff Lanier

# QUOTATION

DATE	CUSTOMER REQUISITION #	QUOTATION #
TO: City of Spring Hill Tn	PROJECT HVAC unit replacement Fire Hall Library	
ATTN:		

WE ARE PLEASED TO QUOTE ON EQUIPMENT FOR THE ABOVE PROJECT AS FOLLOWS.

QUANTITY	DESCRIPTION	PRICE
	HVAC unit replacement for Fire Hall #2	\$ 5800 <sup>00</sup>
SEEK →	4 - old units 2 - 4 ton 2 - 2 ton unit of Library	\$ 20210 <sup>00</sup>
	2 4 ton package units	\$ 10800 <sup>00</sup>
	2 - 4 ton split systems	\$ 12420 <sup>00</sup>
	2 - 5 ton split systems	\$ 13220 <sup>00</sup>
	total	\$ 61640 <sup>00</sup>

PRICES DO NOT INCLUDE ANY TAXES UNLESS STATED.  
PRICES ARE SUBJECT TO ACCEPTANCE WITHIN SIXTY (60) DAYS FROM ABOVE DATE.

DELIVERY TERMS	PAYMENT TERMS
THIS QUOTATION PREPARED BY:	
DATE:	
THIS QUOTATION ACCEPTED BY:	
DATE:	
NOTATION:	

Spring Hill City Hall, Fire Station #2 and Library

Replacement of HVAC Units:

Remove and Replace air condition units in Library as noted

Air Condition and Heating Furnace as noted

All units to be Trane

With New Programmable Thermostats

A. Units (4) – year 90 – Seer 8 – split system: Replace

E06255694 - 4 ton

E06255873 - 4 ton

E31202885 - 2 ton

E31202733 - 2 ton

New Furnace , coil, condensing unit & T-Stats– A Complete Unit-No Duct Work

B. Units (2) – year 05 – Seer 10 – Package- Replace

544100258L - 4 ton

544100188L - 5 ton

Two Complete New Units

C. Units (4) – year 05 – Seer 12 Split System- Rework Units

5325RKN3F - 4 ton

5085N123F - 4 ton

534446053F - 5 ton

5374NPG3F - 5 ton

Replace coil & condensing to make units 13 Seer - New

D. Fire Hall

Unit (1) – year 06 – Seer 10 Package

N0H5800289 York

Replace unit and T-Stat with new unit

Note: We will not replace the 13 seer units on Library

Units (2) – year 09 – Seer 13 Split System

926117W5F

9251R484F

# Charles Raines Construction, LLC

P.O. Box 1715 Spring Hill, TN 37174  
931-486-3991 931-486-3584 Fax

January 7, 2011

City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN, 37174

## RE: Energy Conservation Program - HVAC

Dear Ms. Goad:

We propose the following:

### Goodman Brand Units

#### UNIT 1 – FIRE HALL

Replace with 3 ton 15 seer heat pump package unit \$4,850.00

UNIT 2 – 8 seer 80% 4-ton split gas  
replace with 13 seer 4-ton 80% split gas furnace and  
condenser \$5,250.00 *2 4 ton*

UNIT 3 – Same as unit 2 \$5,250.00

UNIT 4 – 8 seer 2 ton electric heat  
replace with 13 seer 2 ton split heat pump air handler &  
condenser \$4,400.00 *2 2 ton*

UNIT 5 – Same as unit 4 \$4,400.00

UNIT 6 – 10 seer 5-ton gas pack  
replace with 13 seer 5-ton  
gas package unit \$7,855.00

UNIT 7 – 10 seer 4-ton gas pack  
replace with 13 seer 4-ton gas package unit \$7,552.00

UNIT 8 - 12 seer 90% 4-ton split gas  
replace with 13 seer 4-ton  
90% split gas furnace &  
condenser \$6,952.00

UNI 9 – Same as unit 8 \$6,952.00

UNIT 10 - 12 seer 90% 5-ton split gas  
replace with 13 seer 5-ton  
90% split gas furnace &  
condenser \$7,152.00

UNIT 11 – Same as unit 10 \$7,152.00

**TOTAL BID: \$67,765.00**

*Total \$19,500*



2646 Leah Drive  
Columbia, TN 38401  
Phone 931.381.2413  
Fax 931.381.6133

# PROPOSAL

No. 12847

Invoice No. 00026975 Class: CE & CMC Limit: \$2,200,000.00  
Date: 01-31-2011

The City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174

<b>PHONE</b>	<b>DATE</b>
931-486-2252	January 7, 2011
<b>JOB NAME/LOCATION</b>	
Replacement of HVAC Units Public Library and Fire Station #2	
<b>CONTRACT/JOB NO.</b>	<b>FAX NUMBER</b>
	931-486-0516

hereby submit specifications and estimates for:

Replacement of all HVAC units with units of minimum rating of 13 SEER for Public Library and Fire Station #2. All labor and materials per plans and specifications or equal..... \$58,500.00

**Propose to do this work for the sum of:**  
Eight Thousand Five Hundred Dollars and Zero Cents  
**Payment will be made as follows:**

\$58,500.00

Progress Billings

Schedule as follows: 50% within 10 days upon rough in. 100% contract balance upon completion.  
All labor and materials are warranted to be of good quality and workmanship for a period of one year from the date performed or the materials are furnished. The warranty shall be in lieu of any and all other liability including, but not limited to implied warranty, negligence, and/or strict liability. Sandrell Heating & Air, Inc. shall have a reasonable time within which it may correct any labor and/or material defects, if changes in the contract involving extra costs will be at cost plus 12%. All agreements contingent upon permits or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our work is fully covered by Worker's Compensation Insurance. Should we be required to employ an attorney to enforce the provisions of this agreement or to protect our interest in any matter arising out of this agreement, the owner agrees to pay all reasonable costs, expenses and attorney's fees incurred therein. If any payment under this agreement is not paid when due, said payment shall have a service charge of one and a half percent per month.

*Mauri Lohmeyer*  
Authorized Signature

**Sandrell Heating & Air Conditioning, Inc.**

This proposal may be withdrawn by us if not accepted within **60** Days

**Notice of Proposal** - The above prices, specifications and conditions of the proposal are hereby accepted. You are authorized to do the work as outlined above. Payment will be made as outlined above.

Signature \_\_\_\_\_

Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

2646 Leah Drive  
P.O. Box 1405  
Columbia, TN 38401  
931-381-2413



1405 Main Street  
Spring Hill, TN 37174  
615-302-4899  
sandrellhvac.com

**Bid Breakdown For:  
City of Spring Hill - Proposal # 12847  
Replacement of HVAC Units for Public Library and Fire Hall #2**

**January 7, 2011**

LIBRARY			
Mfr.	Model	Description	Price
Trane	2TTA2048A3000AB	4 Ton 13 SEER 95%+ Furnace Split System	\$ 4,500.00
	TUX120C960D3		
Trane	2TTA2048A3000AB	4 Ton 13 SEER 95%+ Furnace Split System	\$ 4,500.00
	TUX120C960D3		
Trane	TTJ724A100B0	2 Ton 13 SEER 95%+ Furnace Split System	\$ 3,300.00
	TUP120B960A0		
Trane	TTJ724A100B0	2 Ton 13 SEER 95%+ Furnace Split System	\$ 3,300.00
	TUP120B960A0		
Trane	TTJ748A100A0	4 Ton 13 SEER 95%+ Furnace Split System	\$ 4,500.00
	TUX120C960D3		
Trane	TTJ748A100A0	4 Ton 13 SEER 95%+ Furnace Split System	\$ 4,500.00
	TUX120C960D3		
Trane	TTA2060A3000AB	5 Ton 13 SEER 95%+ Furnace Split System	\$ 5,300.00
	TUE1C100A948TAC		
Trane	TTB3048A1000BA	4 Ton 13 SEER 95%+ Furnace Split System	\$ 4,500.00
	TUE1C100A948TAC		
Trane	TTA2060A3000AB	5 Ton 13 SEER Heat Pump	\$ 5,400.00
Trane	TTA2060A3000AB	5 Ton 13 SEER Heat Pump	\$ 5,400.00
Trane	YSC048A3RMA22A	4 Ton 13 SEER Gas Package Unit	\$ 4,500.00
Trane	YSC060A3RMA26A	5 Ton 13 SEER Gas Package Unit	\$ 5,300.00

*Handwritten note: \$1210.00*

FIREHALL #2			
York	B1HA036A06B	3 Ton 13 SEER Heat Pump	\$ 3,500.00

<b>TOTAL BID PACKAGE:</b>			<b>\$ 58,500.00</b>
---------------------------	--	--	---------------------



1878 Ashland City Road  
 Clarksville, TN 37043  
 Ph. 931-648-3982  
 Fx. 931-647-6750  
 MortonMechanical.com

TN Contractors License Info: Lic #0019927 – Exp Date 07/31/2011 Class MC-C; CMC; Limit 3M  
 Metro Nashville #HV00096 KY LICENSE #MOO390 Duns #63738710

**HVAC PROPOSAL**

January 6, 2011

REF. Equipment replacement at Spring Hill Library and Fire Station #2

**Department of Energy Copy**

Quote valid until: February 28, 2011

**Option 1: Fire Station # 2**

Existing Unit: B1HA036A06B, YORK UNIT

Replacement unit: American Standard 13 Seer Heat Pump

Installed Price:

**\$5,024.00**

**Spring Hill Library**

**Option 2; most urgent upgrade**

Existing Unit; TTA036 CONDENSER, COIL & CONDENSER Manufactured 1990

Replacement unit; American Standard 13 Seer A/C CONDENSER AND 80% 2STAGE FURNACE

Installed Price:

**\$7,187.00**

**Option 3; most urgent upgrade**

Existing Unit; TTA048 CONDENSER, COIL & CONDENSER Manufactured 1990

Replacement unit; American Standard 13 Seer A/C CONDENSER AND 80% 2STAGE FURNACE

Installed Price:

**\$7,789.00**

**Option 4; most urgent upgrade**

Existing Unit; (2 EA) TT724 CONDENSERS with Air Handler with coil Manufactured 1990

Replacement unit; American Standard 13 Seer A/C CONDENSER with Air Handler and coil

Installed Price:

**\$12,774.00**

**Total Price Priority scope of work; option 1,2,3,4**

**\$32,774.00**

Please circle

Options Fire Station (1)  
 Library (2) (3) (4)

Accepted by: \_\_\_\_\_

\_\_\_\_\_  
 Name of Firm

\_\_\_\_\_  
 Title & Date

Morton Mechanical

Proposed By

Steve Cook

*Steve Cook* \_\_\_\_\_

Date: 1/7/2011



1878 Ashland City Road  
Clarksville, TN 37041  
Ph. 931-648-3981  
Ex. 931-647-6751  
MortonMechanical.com

*Low priority Replacement equipment for Library*  
**Spring Hill Library**

**Option 5: Library**

Existing Unit: 2 ea. TTA2048 Trane Manufactured 2005  
Replacement unit: American Standard 13 Seer A/C condenser and coil

*Installed Price:* **\$9,630.00**

**Option 6; Library**

Existing Unit; 2 ea. TTA2060 Trane Manufactured 2005  
Replacement unit; American Standard 13 Seer A/C condenser and coil

*Installed Price:* **\$12,164.00**

**Option 7; Library**

Existing Unit; 2 ea. TTA2060 Trane Manufactured 2009  
Replacement unit; American Standard 13 Seer A/C condenser and coil

*Installed Price:* **\$12,164.00**

**Total Price Priority scope of work; option 5,6,7 \$33,958.00**

Please circle

Options                      Library (5) (6) (7)

Accepted by: \_\_\_\_\_

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Title & Date

Morton Mechanical  
Proposed By  
Steve Cook

Steve Cook  
Date: 1/7/2011

Morgan Brothers Electric, Inc.

606 North Main Street  
Columbia, TN 38401

*Trane/Equip.  
/or Carrier*

# PROPOSAL

Date	Proposal #
1/7/2011	10

Proposal Submitted to:
The City of Spring Hill 199 Town Center Parkway Spring Hill, TN 37174

Project

Description	Total
Replacement of HVAC units for Public Library and Fire Station # Two	44,000.00
# 1 - \$ 3,906.00 Fire Hall - 3 ton unit 13 SEER	
# 2 - \$ 5,736.70 Library - replace 2 ton split AC with electric heat 13 SEER	
# 3 - \$ 10,506.00 Library - replace (2) 4 ton 13 SEER AC split with furnace coil	
# 4 - \$ 6,920.00 Library - replace (2) 5 ton units condenser & coil only	
# 5 - \$ 6,412.30 Library - (2) 4 ton condenser & coil only	
# 6 - \$ 5,019.00 Library - (1) 4 ton package unit	
# 7 - \$ 5,500.00 Library - (1) 5 ton package unit	
All units 13 SEER or above. 12 to 15 day project to completion.	
ADD ON: Replacing existing 90% furnaces (4) - \$ 2,300.00 each	

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Payment to be made as follows:

Upon completion  
According to contract documents.

Authorized Signature:



Morgan Bros. Electric, Inc.

Date

*1/7/11*

NOTE: This proposal may be withdrawn by us if not accepted within 90 days.



A Certified Woman Owned Company with the  
 Governor's Office of Diversity Business Enterprise  
 OUN5# 12-758-9716

January 7, 2011

April Goad  
 City of Spring Hill  
 P.O. Box 789  
 Spring Hill, TN 37174

(931) 486-2252

Quote: Q1101-01

**DMC, Inc. is pleased to submit the following proposal for your review:**

**City Energy Conservation Program-HVAC.** Units are priced individually. Prices do not include test and balance of duct systems. Prices calculated to use as much of the existing refrigeration piping and other existing components as possible.

Price for (1) unit at Fire Station #2.....	\$5,685.00	
Price for (1) two ton split system at Library.....	\$3,785.00 (1990 year model)	$\frac{2-2 \text{ ton}}{=} 7,570$
(replaces condenser and air handler)		
Price for (1) four ton split system at Library.....	\$5,750.00 (1990 year model)	$\frac{2-4 \text{ ton}}{=} 11,500$
(replaces condenser and air handler)		$\frac{19,070}{}$
Price for (1) four ton split system at Library.....	\$4,100.00 (2005 year model)	
(replaces condenser and interior coil only)		
Price for (1) five ton split system at Library.....	\$4,550.00 (2005 year model)	
(replaces condenser and interior coil only)		
Price for (1) four ton package unit at Library.....	\$5,877.00 (2005 year model)	54410025AL
Price for (1) five ton package unit at Library.....	\$6,535.00 (2005 year model)	54410018AL

\* 8 units for Library, 1 Fire  
 = 115,817

Thank you for choosing DMC, Inc.

*David Wells*

David Wells  
 Project Manager

432 West College Street  
 Pulaski, TN 38478

Office (931) 363-3336  
 Fax (931) 424-8818



## BID FORM

City of Spring Hill, Tennessee

Lighting

HVAC

Windows

Bid Date:

Friday, January 7, 11

2:00 P.M.

*Trane Equipment.*

### Library:

Remove existing 2 ton unit and intall new

8 seer to 13 seer

*A -> 13*

\$3,392.00

*1 unit*

\$6,784.00

*2 unit*

Remove existing 4 ton condenser and coil and replace with new

8 seer to 13 seer

\$3,676.00

*1 unit*

\$7,352.00

*2 units*

Remove 4 ton package unit and replace with new

8 seer to 13 seer

\$4,411.00

Remove 5 ton package unit and replace with new

8 seer to 13 seer

\$4,820.00

Remove 5 ton condenser & coil and replace with new

12 seer to 13 seer

\$3,540.00

*1 unit*

\$7,080.00

*2 units*

Remove 4 ton condenser & coil ant replace with new

12 seer to 13 seer

\$3,219.00

*1 unit*

\$6,438.00

*2 units*

### Firehall:

Remove existing 3 ton heat pump and replace with new

10 seer to 13 seer

\$3,964.00

**TOTAL**

**\$40,849.00**

Total bid: FORTY THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS AND 00/100 CENTS

Energy Conservation Program - HVA

Gentry Construction  
1982 Freehill Rd  
Cookeville, TN 38501  
931-261-4911

Construction/Mechanical License # 00049001

RE: Public Library  
144 Kedron Parkway  
Spring Hill, TN 37174

Fire Station #2  
4237 Port Royal Rd  
Spring Hill, TN 37174

HVAC Bid

There are eight pieces of equipment at the library that needs to be replaced, (2) being 4 ton condensers, serial no. E06255694 and E06255873 the matching gas furnaces should also be replaced. They are 60% efficient and 21 years old.

There are also two 2-ton heat pumps that are low efficient and are also 21 years old that need to be replaced, serial no's. E31202885 and E31202733 and matching air handlers mounted in the ceiling at the rear entrance.

All of the refrigeration lines being copper will need to be replaced; they have had R-22 refrigeration gas and are not compatible with the new 410A gas.

I know you money is limited therefore I am pricing these systems as individuals.

- System 1 Rheem 4 ton high efficiency 13 seer three phase condenser and a high efficiency gas furnace 90% with a new cooling coil  
\$6317.00 E06255694; <sup>13 SEER</sup> 4 Ton
  - System 2 Is same as system 1  
\$6317.00 E06255873
  - System 3 Rheem (2) ton heat pump condenser 13 seer with air handler with 10KW hear and new cooling coil  
\$5125.00 E310202885 2 ton
  - System 4 Is same as system 3  
\$5125.00 E31202733
- Fire Hall Rheem (3) ton 13 seer package heat pump \$4260.00  
Total \$27144.00 #22,884.

Warranty as follows:

20 years on heat exchangers, 5 years on compressors, and 1 year on all other parts.

David Gentry