

Request for Quotes -JOHNSON CITY HOUSING AUTHORITY

Work Project: East Myrtle Court Phase 2 – Site Plumbing

Date: 11/10/2025

To: Prospective Vendor(s)

Subject: Request for Quotes

Overview:

The Johnson City Housing Authority (JCHA) is serving as General Contractor for the construction project of E. Myrtle Phase 2 which entails construction of one single story building consisting of ten townhouses (units). The property's owner is JCHA's non-profit entity Keystone Development, Inc. The project site is located at 1904 E. Myrtle Avenue, Johnson City, TN. 37601 and is adjacent to E. Myrtle Ph. 1 at 505 Steel Street, Johnson City, TN. 37601. The site's frontage is E. Myrtle Avenue with Iron Street to the side. The estimated cost for this project is projected to be within our small purchase threshold thus allowing work by quotation. JCHA reserves the right to reject any and/or all proposals. JCHA is seeking quotes from qualified subcontractors for the following scope of work: **SITE PLUMBING.**

Scope of work will be: as identified and/or discussed with JCHA's Project Manager or Representative. Work to be conducted in a manner that meets industry standards, Housing Authority Guidelines, applicable codes, laws, and regulations. Furthermore, by submittal and signature of proposal, subcontractor agrees to hold the Authority and/or Keystone Development, Inc. harmless for any possible occurrences while on property including any personal injury or property damage to employees or third parties which result from the subcontractors' activities. Proper insurance verification, must be provided upon request. Scope of work includes:

1. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL MEASUREMENTS.
2. SUBCONTRACTOR SHALL PROVIDE AND FURNISH ALL NECESSARY MATERIALS FOR DOMESTIC WATER AND SANITARY SEWER INSTALLATION. WORK INCLUDES ALL UNDERGROUND PIPING TO WITHIN FIVE (5) FEET (OR AS SPECIFIED IN SITE PLANS), OF THE PROPOSED BUILDING SLAB, IN ACCORDANCE WITH APPROVED ARCHITECTURAL & ENGINEERING (A&E) PLANS. FURTHER, SUBCONTRACTOR AGREES TO INSTALL SEWER BACKFLOW PREVENTER AND CLEANOUT AS SHOWN AND NOTED ON SITE PLANS.
3. SUBCONTRACTOR AGREES TO PROVIDE ALL NECESSARY EQUIPMENT SUCH AS NEEDED TO ACCOMPLISH SCOPE OF WORK AND TO INSTALL TRACING WIRE IN TRENCHES SECURED TO PIPING.
4. SUBCONTRACTOR SHALL DEPOSIT SOILS FROM TRENCHING IN SUCH LOCATION AS DIRECTED BY GENERAL CONTRACTOR. FURTHER, SUBCONTRACTOR AGREES THAT ALL TRENCHING UNDER ASPHALT AREAS SHALL BE FILLED WITH #57 STONE.
5. SUBCONTRACTOR SHALL BACKFILL AREAS AS NECESSARY REGARDING SCOPE OF WORK.
6. SUBCONTRACTOR SHALL MAINTAIN CLEAN WORK ENVIRONMENT AND DISPOSE OF ALL TRASH AND DEBRIS IN GENERAL CONTRACTOR PROVIDED DUMPSTER ON A DAILY BASIS.

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7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ANY PERMITS REQUIRED FOR SCOPE OF WORK AND COMPLIANCE WITH CITY CODE INSPECTIONS.
8. WORK TO BE COMPLETED WITHIN 30 DAYS OF NOTICE TO PROCEED UNLESS APPROVED WEATHER DELAYS AS DETERMINED BY GENERAL CONTRACTOR.
9. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY EQUIPMENT (HARDHATS, SAFETY VESTS, ETC.) NECESSARY FOR JOB AND WILL BE RESPONSIBLE FOR ANY FINES IMPOSED BY OSHA OR OTHER REGULATORY GOVERNMENT AGENCIES.

Fully Executed Quotations must be received by **4:00 PM on December 10, 2025** and **may be delivered as follows:**

- JCHA's administrative office located at 901 Pardee Street, Johnson City, TN. 37601,
- Keystone Development office located at 1212 E. Watauga Avenue, Johnson City, TN. 37601,
- By personal delivery to JCHA's Project Manager.

GENERAL CONDITIONS & SPECIAL CONDITIONS

ARTICLE 1

Progress payments per an acceptable monthly pay request from the Subcontractor, less retainage of 5% as applicable, shall be made to the Subcontractor for Work satisfactorily performed no later than ten (10) days after receipt of application for payment or approved invoice for large scale and on-going projects. Subcontractor's Schedule of Values must be approved prior to submitting first Pay Request. Progress payments will not be applicable to work projects lasting less than one calendar month and to be billed after work completion as one lump sum, paid within "net 30" of approved invoice. These payments are subject to receipt for such lien waivers, affidavits, warranties and guarantees required by the Contract Documents or Contractor.

ARTICLE 2

SCHEDULE OF WORK. Time is of the essence. Subcontractor shall provide General Contractor with any requested scheduling information of Subcontractor's work. The Schedule of Work, including that of this Contract shall be prepared by General Contractor and may be revised as the work progresses. The schedule must be agreeable with the Subcontractor.

Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. Subcontractor shall coordinate its work with all other subcontractors, and suppliers on the Project so as not to delay or damage their performance, work or the Project.

ARTICLE 3

CHANGES: General Contractor, without nullifying this Agreement, may direct Subcontractor in writing to make changes to Subcontractor's work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Contract Change Order pursuant to the Contract Documents.

ARTICLE 4

FAILURE OF PERFORMANCE. Should Subcontractor fail to satisfy contractual deficiencies within three (3) working days from receipt of General Contractor's written notice, then the General Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and deduct cost from unpaid balance of subcontract amount.

ARTICLE 5

INSURANCE. The Subcontractor shall at all times indemnify and save the General Contractor and Owner harmless from all claims on this job and from any or all damage, loss or expense that

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may be incurred by the General Contractor by reason of any damage to its property or by reason of any injuries or death to its employees or third persons, or from any damage to the property that may be caused by or result from the performance of the work by the Subcontractor. Subcontractors shall purchase and maintain during the entire project and during the warranty period, insurance with the minimum limits and coverage shown below or greater (if required by the Subcontract Documents), from insurance companies acceptable to **General Contractor - Johnson City Housing Authority**.

GENERAL LIABILITY: *Subcontractor shall carry standard ISO General Liability coverage, written on an occurrence basis - including Completed Operations. The coverage must be endorsed to name General Contractor - Johnson City Housing Authority (including the Architect and others as required in contract documents) as an "additional insured" providing "Your Work" coverage (i.e. ongoing operations and Completed Operations) "arising out of" work performed for the General Contractor by the Subcontractor. The "Additional Insured" form shall also state that this insurance shall be primary without right of contribution from any other insurance available to the "additional insureds".*

The CGL must be written on an occurrence basis, with minimum limits of:

Each Occurrence	\$1,000,000
General Aggregate - Per Project	\$2,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Medical Payments	\$5,000

COMPREHENSIVE AUTOMOBILE LIABILITY on occurrence basis covering all Owned, Non-Owned and Hired Vehicles for limits of liability equal to \$1,000,000 Combined Single Limit.

WORKER'S COMPENSATION including Occupations Disease insurance meeting the statutory requirements of the State in which work is to be performed together with a Broad Form All States Endorsement and containing **Employer's Liability** insurance in an amount of at least \$100,000 Each Accident / \$500,000 Disease – Policy Limit / \$100,000 Disease – Each Employee. Workers Compensation shall waive the rights of subrogation in favor of all additional insureds.

A certificate of insurance form must be filed with **General Contractor - Johnson City Housing Authority** prior to the commencement of any work and must state coverage will not be altered, cancelled or allowed to expire without thirty (30) days written notice by certified mail to **General Contractor - Johnson City Housing Authority**. If any of the above coverages are subject to or are in excess of any deductibles or self-retention, these amounts must be stated on the certificate, and said deductibles and self-retention will be the sole responsibility of Subcontractor.

It is understood and agreed that the insurance coverage and limits, required above, shall not limit the extent of Subcontractor's responsibilities and liabilities specified within Subcontract Documents or by law. It is understood and agreed that authorization is hereby granted to refuse entry to job site and to withhold payments to Subcontractor until a properly executed Certificate of Insurance is received by **General Contractor - Johnson City Housing Authority**.

Subcontractor's Insurance Requirements set forth herein shall become and be part of any purchase order or contract issued by **General Contractor - Johnson City Housing Authority** to Subcontractor as though fully set forth in said purchase order or contract.

Should Subcontractor fail or neglect to provide the required insurance, **General Contractor - Johnson City Housing Authority** shall have the right, but not the duty, to provide such insurance and deduct from any money that may be due or become due to Subcontractor for any and all premium or costs **General Contractor - Johnson City Housing Authority** incurs.

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Equivalent insurance coverage must be obtained from each Subcontractor, if any, before permitting them on the site of the project. Otherwise, such insurance for Subcontractors must be included within Subcontractor's insurance policies.

ARTICLE 6

INDEMNIFICATION. The Subcontractor shall secure, defend, protect, hold harmless and indemnify the (General Contractor, Owner, Construction Manager, Architect) and any of their respective agents, servants and employees against any liability, loss, claims, demands, suits, costs, fees and expenses whatsoever arising from bodily injury, sickness, disease (including death resulting there from), of any persons, or damage or destruction of any property, including loss of use, arising out of or in connection with the performance of any work relating to this Subcontract, including extra work assigned to the Subcontractor, based upon any act or omission, negligent or otherwise, of (a) the Subcontractor or any of its agents, employees or servants, (b) any subcontractor, supplier or material men of the Subcontractor or any agents, employees, or servants thereof, (c) any other person or persons.

The obligations of indemnification contained herein shall exclude only those matters in which the claim arises out of the sole negligence of the (General Contractor, Construction Manager, Architect) or any of their respective agents, employees or servants.

ARTICLE 7

WARRANTY. Subcontractor warrants its work against all deficiencies and defects in material and/or workmanship and agrees to satisfy same without cost to General Contractor for a period of one (1) year from the date of Substantial Completion of the Project or per Subcontract Documents, whichever is longer.

ARTICLE 8

SAFETY. The prevention of accidents on or in the vicinity of its Work is the Subcontractor's responsibility, even if General Contractor establishes a safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the General Contractor, including, but not limited to, requirements imposed by the Subcontract Documents. Subcontractor shall comply with the reasonable recommendations or insurance companies having an interest in the Project, and shall stop any part of the Work in which General Contractor deems unsafe until corrective measures satisfactory to subcontractor have been taken. General Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of the responsibility there for. Subcontractor shall notify General Contractor immediately following any accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the General Contractor. Subcontractor shall indemnify General Contractor for fines, damages or expenses incurred by the General Contractor because of the Subcontractor's failure to comply with safety requirements any amounts due or to become due the Subcontractor.

The Subcontractor shall satisfy itself as to the safety of any facility, equipment or conveyances placed on the project by the General Contractor when used by the Subcontractor, and shall assume the entire responsibility for liability for any bodily injury (including death) to any person or of injury to and property occasioned by such use.

ARTICLE 9

CLEANUP. The Subcontractor shall follow the General Contractor's cleanup and safety directions, and (a) at all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's Work; and (b) broom clean each work area prior to discontinuing work in the same. If the Subcontractor fails to immediately commence compliance with clean up duties within twenty-four hours after written notification from the General

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Contractor of noncompliance, the General Contractor may implement such cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.

ARTICLE 10

INITIAL DISPUTE RESOLUTION PROCESS. If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

BINDING DISPUTE RESOLUTION. If the matter is unresolved after submission of the matter to mediation, the Subcontractor and General Contractor shall submit the matter to arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties. The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute. The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

ARTICLE 11

Liquidated damages may apply at \$100.00 per calendar day for each day beyond the scheduled completion date. The Housing Authority will consider explanatory information if it provides a valid reason for delays in schedule and may choose to waive liquidated damages if deemed applicable.

ARTICLE 12

The Bidder certifies by bid submission that it is not included on the list created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

ARTICLE 13

Subcontractor will, in providing labor for the Project, comply with the provisions of the Tennessee Lawful Employment Act, including without limitation maintaining and making available for inspection by Subcontractor and General Contractor, as they may deem necessary, appropriate Form I-9's for all employees assigned to the Project. Subcontractor must not knowingly utilize the services of illegal immigrants in the performance of a subcontract for good or services.

SPECIAL CONDITIONS:

1. **General Contractor - Johnson City Housing Authority** enforces a zero tolerance Drug Free Workplace. Subcontractors are required to also comply accordingly.
2. The Subcontractor shall furnish all equipment, and tools required to perform services stated in this Subcontract.
3. All state and local permits are a part of this Subcontract and shall be furnished by the Subcontractor.
4. Subcontractor is responsible for temporary power and water however JCHA may provide such items if readily available.
5. Time is of the essence in this subcontract. Any penalties assessed, as a result of time delays on this project will be passed on to the Subcontractor responsible for the delays and the completion of this Subcontract.
6. Certificates of insurance and W-9 form must be in General Contractors possession before any work begins.
7. Invoices may be submitted monthly for work properly performed and/or at project completion. Retainage will be applicable if deemed necessary by General Contractor.

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8. Before work begins, and in order for the first application for payment to be processed, the subcontractor must have furnished:
 - A. Insurance Certificate's in accordance with Article 5 regarding:
 1. General Liability
 2. Comprehensive Automobile Liability
 3. Worker's Compensation
 - Limits shall be in the amount specified in the general conditions of the contract between the General Contractor and **Subcontractor**.
 - B. Performance and payment bonds, if required, on the face of the Subcontract.
 - C. Subcontractor's application for payment.
 1. Form of application supplied by General Contractor - Johnson City Housing Authority unless approved otherwise by General Contractor.
 2. In the event the subcontract amount exceeds \$10,000, the approved breakdown schedule of values showing various materials by type, identifying stored materials, and/or segments of the work totaling the full amount of the subcontract may be required by General Contractor. The schedule of values shall include a line item value for preparation of operation and Maintenance Manuals and As-Built Drawings if applicable as determined by General Contractor.
 - D. Safety Data Sheet (SDS) for material placed on the job during the current month and those expected within the next month as applicable.
 - E. Signed acknowledgement copy of the subcontract.
 - F. Subcontractor to furnish a copy of business license and/or subcontractor's license as applicable.
9. **General Contractor - Johnson City Housing Authority's** Project Managers' are Adam Warren and Dwight Harrell.
10. No extras will be accepted unless covered by a fully executed Change Order to this subcontract.
11. All subcontractors shall comply with OSHA safety requirements. Any subcontractor OSHA violation fee is to be paid by subcontractor.
12. Shop drawings and submittals shall be submitted within 3 weeks of receipt of the subcontract in order to meet the construction progress schedule, if applicable.
13. All correspondence, instruction, questions, etc. shall be sent through **General Contractor - Johnson City Housing Authority**.
14. The project schedule is based on a 5-day work week at 8 hours per day, however extended days and/or hours are permitted (and maybe necessary) with **General Contractor - Johnson City Housing Authority's approval**. All subcontractors are required to adhere to project work schedule.
15. Project Meetings: Project Manager may hold periodic project meetings to discuss applicable scope of work and/or progress with applicable subcontractors. Meeting schedules will be announced in advance and Project Superintendents will be expected to attend.
16. Comply with Executive Order 11246 regarding Equal Employment Opportunity
17. Comply with a Drug-Free Workplace in accordance with Federal and/or State guidelines And provide certification through contract signature or other forms, as provided by Housing Authority.
18. Comply with the latest building codes, state and federal laws, relative to public works subcontracts including the American with Disabilities Act.
19. Comply with Section 3 of the HUD act of 1968 and encourage utilization of Minority and

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Women Business Enterprises as feasible.

20. Subcontractor agrees to abide by requirements set forth by applicable funding agencies, such as Tn. Housing Development Agency (THDA) and Federation of Appalachian Housing Enterprises, Inc. (FAHE) including the following mandated contract clause: The sub-grantee, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
21. Subcontractor agrees to abide by THDA's "Federal Construction Requirements" as noted on THDA's 2024-2 HOME Rental Development Round Program on THDA's website www.thda.org and includes Section 3 requirements that ensures employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

PRICING TABLE

Work Items	Price
1.Domestic Water Installation & Connection (Materials & Labor)	\$ _____
2.Sanitary Sewer Installation & Connection (Materials & Labor)	\$ _____
3.TOTAL COST FOR PHASE 2 SITE PLUMBING (Materials & Labor)	\$ _____

SUBMITTED BY:

Company Name

Address

Phone

City, State, Zip

Authorized Representative Print

Date

Authorized Representative Signature

Date

NOTE: Additionally, Please submit same quote on company letterhead form.