

## SECTION 00200

### INFORMATION FOR BIDDERS

1. Securing Documents

Bidders may obtain sets of Bidding Documents from Engineer:

Hethcoat & Davis, Inc.  
278 Franklin Road, Suite 200  
Brentwood, TN 37027  
(615) 577-4300  
(615)577-4303 Fax

A non-refundable deposit of \$50.00 for the Contract Documents in electronic format on CD.

In addition to the licensing requirements and necessary qualifications expected of the Contractors that are contemplating bidding on the project, a Bidder on this project shall have secured contract documents from Hethcoat & Davis, Inc. as this is the only way to have a correct plan holders list and the only assurance that any and all Addenda are issued to the appropriate plan holders. **Failure to pay the plan deposit and obtaining Contract Documents from locations other than Hethcoat & Davis, Inc. will result in Bidder not being considered and Bid will not be accepted.**

2. Receipt and Opening of Bids

The City of Arab, Alabama (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Arab Sewer Board office until **11:00 o'clock A.M., C.D.T., Tuesday, June 4, 2019**, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Mr. John Barnes, General Manager, 526 Cullman Road, Arab, AL 35016 and designated as bid for 2017 CDBG and ARC Riley Maze Sewer System Rehabilitation.

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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

3. Preparation of Bid:

Each bid must be submitted on the prescribed bid form and accompanied by all certifications provided in Section 00360, Accounting of Sales Tax Form, and a Bid Bond. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. Do not change the wording of the Bid Form and do not alter the Bid Form. Such changes shall be cause for rejection of the Bid.

Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the Invitation to Bid on or before the day and hour set for receiving bids.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, the name of the project for which the bid is submitted, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract, limits of classification, States in which licensed and expiration date, date and hour of bid opening, and all other information required by State Law. If this is not done, the bid will not be opened.

Unauthorized conditions, limitations or provisions attached to the proposal shall be cause for rejection of the bid. Modifications to the Bid Form wording or alterations to the Bid Form shall also be cause for rejection of the bid.

Bids received after time specified for receiving them will not be considered. Late bids will be returned to the sender unopened.

Bidders are cautioned that, in order to be considered responsive, a complete bid for the project including unit prices and the specified allowances must be submitted. A bid for less or with exceptions or clarifications will not be considered responsive.

**A non-mandatory Pre-bid Meeting will be held on Tuesday, May 21, 2019 at 11:00 a.m., C.D.T. at the office of the Sewer Board located at 526 Cullman Road, Arab, AL 35016. Bidder's attendance is not required but encouraged.**

4. Alabama Immigration Law Compliance:

Pursuant to Alabama Act 2012-491, the awarded Contractor shall provide a copy of the *E-Verify Memorandum of Understanding* to the Arab Sewer Board as proof of their enrollment and participation in the *E-Verify* requirements. Documentation shall be provided prior to construction. Said documentation shall also be provided by proposed subcontractors prior to construction.

5. Sales Tax Exemption:

According to Alabama Department of Revenue (ADOR), Act 2013-205, there is a sales tax exemption for government entities.

The sales tax exemption applies to materials purchased for this project. **The base bid should not include sales tax.** The amount of sales tax estimated is to be placed on form ABC C-3 attached to the bid form.

6. Subcontracts:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the Owner; and
- b. Must submit Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

7. Telegraphic Modification

Telegraphic bids or telegraphic modifications to bids will not be considered.

8. Method of Bidding:

The Owner invites the following bid(s):

2017 CDBG and ARC Riley Maze Sewer System Rehabilitation

9. Qualification of Bidder:

The apparent low bidder will be required to submit the following information to the Owner within seven (7) days of the bid opening in order for the Owner to determine the ability of the bidder to perform the work.

1. Letter of Good Standing from:
  - a. Bidder's Bonding Company
  - b. Bidder's materials suppliers
2. Resumes for key personnel proposed on this project
3. List of equipment proposed on this project
4. Reference list including five (5) recent projects of similar scope. Provide the following for each project:

- a. Title of project, construction cost and date of project
- b. Name and contact number of the engineer on the project
- c. Name and contact number of the owner's project manager

The Owner reserves the right to reject any bidder if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

10. Bid Security:

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached thereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

11. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after she/he has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

12. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days after the "Notice to Proceed". Bidder must agree also to pay as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter as hereinafter provided in the Supplemental General Conditions.

13. Condition of Work:

Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereof. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods as will not cause any interruption of or interference with the work of any other contractor.

Before submitting a Bid, each Bidder shall carefully examine the Project Manual and all other proposed Contract Documents, and visit the site of the work. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his Bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Contract Documents. Allowance will not be made to any Bidder because of lack of such examination or knowledge. The submission of a Bid will be constructed as conclusive evidence that the Bidder has made such examination.

14. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to:

Cory Borum, PE, Hethcoat & Davis, Inc., 278 Franklin Road, Ste. 200, Brentwood, TN 37027; 615-577-4300; cory.borum@hdengr.com and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed USPS, email or facsimile with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

15. Security for Faithful Performance:

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The Payment and Performance Bonds shall each be in the amount of 100% of the Contract Sum.

16. Power of Attorney:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

17. Notice of Special Conditions:

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Special Requirements.
- b. Measurement & Payment.
- c. Technical requirements related to products & materials.
- d. Insurance requirements.
- e. Wage rates.

18. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

19. Method of Award – Lowest Qualified Bidder:

After receiving bids and determining the amount of funds estimated by the OWNER as available to finance the contract, the OWNER will award the contract to the lowest responsible bidder. The lowest responsible bidder will be determined upon the basis of the lowest base bid. If deductive or additive alternates are considered and accepted, they will only be with the lowest responsive bidder. If the contract is to be awarded with alternates accepted, alternated will be accepted in the numerical order in which they are listed on the Bid Form.

20. Obligation of the Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

If any person contemplating submitting a Bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may submit to the Engineer a written request via facsimile for interpretation thereof not later than three days before Bids are specified to be received.

- a. The person submitting the request shall be responsible for its prompt delivery.
- b. Interpretation or correction of proposed Contract Documents will be made only by Addendum, and will be mailed or delivered to each bidder of record.
- c. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

21. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associate General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor’s care.
- d. Neither Engineer nor Owner shall direct the Contractor’s employees in any form as it relates to construction of the project. This includes job site safety. The Contractor shall be solely responsible for the safety of its workers and the general public impacted by the construction activities. Any observation or comment from representatives of Owner or Engineer regarding construction techniques or safety does not pronounce any judgement over the situation, and similarly, silence about a construction practice or safety does not endorse or approve the activity.

22. State of Alabama Licensing Requirements:

In order for his/her bid to be received and considered, the bidder must comply with the applicable State law regarding contractor licensing requirements. Selected excerpts from the State law are presented below:

34-8-6 Prohibited Acts: Penalties

Any person, firm or corporation not being duly authorized who shall engage in the business of general contracting in this state, except as provided for in this chapter, and any person, firm or corporation presenting or attempting to file as its own the license certificate of another, or who shall give false or forged evidence of any kind to the board, or to any member thereof, in obtaining a certificate of license, or who falsely shall impersonate another, or who shall use an expired or revoked certificate of license, and any person including an owner, architect or engineer who receives or considers a bid from any one not properly licensed under this chapter, shall be deemed guilty of a misdemeanor and shall for each offense of which he is convicted be punished by a fine of not less than \$500.00 or imprisonment of six months, or both fine and imprisonment, in the discretion of the court.

The submission of the contractor's current license number before considering the bid shall be sufficient evidence to relieve the owner, architect, engineer of awarding

authority of any liability under this chapter.

34-8-8 Copy of Chapter to be Included in Plans or Architects and Engineers:

All architects and engineers preparing plans and specifications for work to be contracted in the State of Alabama shall include in their invitations to bidders and their specifications a copy of this chapter or such portions thereof as are deemed necessary to convey to the invited bidder, whether they are a resident or nonresident of this state and whether a license has been issued to him or not, the information that it will be necessary for him to show evidence of license before its bid is considered. (Acts 1935, No. 297, p. 721; Code 1940, T.46 Section 79; Acts 1959, No. 571, p. 1429.)

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

ADDRESS OF COMPANY: \_\_\_\_\_

COMPANY TELEPHONE NO: \_\_\_\_\_

COMPANY CONTACT PERSON: \_\_\_\_\_

CONTRACTOR'S CURRENT LICENSE NO: \_\_\_\_\_

ISSUING AGENCY: STATE OF \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

BID LIMIT: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_