

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Brentwood, TN (herein called the “Owner”), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of City of Brentwood until 2:00 o’clock P.M., C.S.T., Thursday, June 27, 2019, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to City of Brentwood, TN, 5211 Maryland Way, Brentwood, TN 37027 and designated as bid for the Devens Drive Water Line Replacement.

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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.

5. Preparation of Bid:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

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. The name, license number, classification, expiration date for electrical, plumbing, heating, ventilation, air conditioning and masonry contracts, as may be applicable, shall also be included on the outside of the envelope. If specific subcontract disciplines referenced are not applicable for this project, bidder shall so state on envelope. All bidders must be licensed General Contractors as required by the Contractor’s Licensing Act of 1994 of the General Assembly of the State of Tennessee, and qualified for the type of construction being bid upon. If sealed envelopes are not properly prepared, the bid shall be considered non-responsive and will not be opened. Bidders are encouraged to attach the Contractor’s Identification form to the front of the sealed envelope.

3. 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 must be acceptable to the Owner after verification by the State of the current eligibility status. The prime contractor (contractor who has submitted the bid) must perform at least 51% of the work for the project.

4. Telegraphic Modification

Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding:

The Owner invites the following unit price bid(s):

Devens Drive Water Line Replacement

6. Bids:

A. WITHDRAWAL OF BIDS

1. Any Bidder may withdraw his Bid, either personally or by written request, received by the Engineer at any time prior to scheduled time for receiving bids.
2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof.
3. Each Bid shall be subject to acceptance by the Owner during this period.

B. QUALIFICATIONS OF BIDDER

The apparent low bidder will be required to submit the following information to the Owner within seven (7) days after the bid opening.

1. Letter of Good Standing from:
 - a. Bidder's bonding company
 - b. Bidder's material supplier proposed for this project
2. Resumes for key personnel proposed to work on this project.
3. Reference list to include at least five (5) projects of similar scope which have been completed in the past two (2) years. Provide the following for each project:
 - a. Title and brief description of project.
 - b. Date of project.
 - c. Project value (\$).
 - d. Name and contact information for Owner's project manager.
 - e. Name and contact information for Engineer.

Owner reserves the right to request additional information from bidder. The Owner will review the provided information and any other information available to Owner/Engineer in order to determine the ability of the bidder to perform the work.

C. AWARD OR REJECTION OF BIDS

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.

7. Pre-Bid Conference

A pre-bid meeting will be held on Tuesday, June 18, 2019 at 10:00 am local time at the Brentwood City Hall, Council Chambers located at 5211 Maryland Way, Brentwood, TN 37027.

8. 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 be notified of the acceptance of his/her bid.

9. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his/her failure to 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.

10. 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 substantially complete the project within 180 days and fully complete the project within 210 consecutive calendar days thereafter. 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.

11. 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.

12. 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

Stacey Cox, PE, Hethcoat & Davis, Inc., 278 Franklin Rd., Ste. 200, Brentwood, TN 37027; 615-577-4300; stacey.cox@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. In accordance with TCA 12-4-126, no modification, alteration, change or deletion to any bid specification or bid requirement within forty-eight (48) hours of the time of the bid opening shall be permitted.

13. 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.

14. 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.

15. Notice of Special Conditions:

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

- a. Inspection and testing of materials.
- b. Insurance requirements.

16. 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.

17. 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.

18. 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.**

19. Contractor's Identification

The following form shall be attached to the sealed envelope containing the Bid. Failure to provide this information completely on the sealed envelope will be considered a non-responsive Bid.

20. 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 Associated 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 related to construction of the project. This includes job site safety. Contractor shall be solely responsible for the safety of its worker 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.

21. Drug Free Workplace

- A. Under the provisions of Tennessee Code Annotate §50-9-113 enacted by the General Assembly effective 2001, a) employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor, but the grantee's responsibility is specifically limited in section (b) of the State as follows:

(b) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

- B. Refer to Section 00301 – Drug-Free Workplace Affidavit. **Executed form must be submitted with bid.**

22. Employment of Illegal Aliens

- A. Each contractor bidding shall complete a Compliance Certificate regarding the Employment of Illegal Aliens under the provisions of TCA 12-4-124.
- B. Refer to Section 00302 – Statement of Compliance – Illegal Immigrants. **Executed form must be submitted with bid.**

23. Iran Divestment Act

- A. Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., (“Act”). This form must be submitted with any bid or proposal regardless of where the principal place of business is located. Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.
- B. Refer to Section 00303 – Certificate of Compliance with the Iran Divestment Act. **Executed form must be submitted with bid.**

24. Affidavit of Non-Collusion

- A. Refer to Section 00304 – Affidavit of Non-Collusion. **Executed form must be submitted with bid.**

Sealed Bid Submitted To: **City of Brentwood, TN**

Project: **Devens Drive Water Line Replacement**

Date and Time of Bid Opening: **2:00 pm on Thursday, June 27, 2019**

BIDDER:

Name: _____

Address: _____

TN License No.: _____

Expiration Date: _____

Monetary Limit: _____

Classification: _____

Complete the following for all applicable Electrical, Plumbing, HVAC, and Masonry Subcontractors:

Plumbing

Subcontractor: _____

TN License No.: _____

Expiration Date: _____

Classification: _____

HVAC

Subcontractor: _____

TN License No.: _____

Expiration Date: _____

Classification: _____

Subcontractors to be used on this Project:

(or Bidder, if Bidder is to perform the work)

- *If any work, regardless of dollar value, is required for subcontractor category, list that subcontractor that will perform that work. Or, if Bidder will perform work in a category with Bidder's own forces, fill in Bidder's name as subcontractor.*
- *If no work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable).*
- *If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number row, but still write in the name.*

Electrical

Subcontractor: _____

TN License No.: _____

Expiration Date: _____

Classification: _____

Masonry

Subcontractor: _____

TN License No.: _____

Expiration Date: _____

Classification: _____