

SECTION 00100

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Maury County Water System (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 Maury County Water System office located at 765 New Lewisburg Highway, Columbia, TN 38402 until 11:00 o’clock A.M., C.D.T., September 12, 2019, and then at said office publicly opened and read aloud.** The envelopes containing the bids must be sealed, addressed to the Maury County Water System, and designated as bid for Highway 431 Water System Improvements.

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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

2. Preparation of Bid:

Each bid must be submitted in a sealed envelope on the prescribed form and accompanied by Statement of Compliance Certificate Illegal Immigrants and Drug-Free Workplace Affidavit. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, the name of the project for which the bid is submitted, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract. 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. 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.

4. Method of Bidding:

The Owner invites the following bid(s):

Highway 431 Water System Improvements

5. Withdrawal of Bids, Determination of Low Bid, Qualifications of Low Bidder, and Award/Rejection of 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. Determination of Low Bid

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, pending evaluation of the low credentials of the apparent low bidder. The lowest responsible bidder will be determined upon the basis of the lowest base bid or lowest base bid combined with alternates (additive or deductive). If the contract is to be awarded based on the lowest base bid with alternates, alternates will be accepted in the numerical order in which they are listed in the Form of Bid.

C. Evaluation of Qualifications of Apparent Low 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
- c. Bidder's bank (signed by a bank officer)
- 2. Resumes for key personnel proposed to work on this project (i.e., Project Manager, Project Superintendent and Project Foreman)
- 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 completed value (\$).
 - d. Name and contact information for Owner's representative.
 - e. Name and contact information for the Engineer of Record.

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.

D. 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.

6. 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.

7. 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.

8. 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 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.

9. 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.

10. 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, Hethcoat & Davis, Inc., 278 Franklin Rd., Ste. 200, Brentwood, TN 37027; 615-577-4300; cory.borum@hdengr.com and to be given consideration must be received at least 72 hours 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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. Recognize that the Contractor is solely responsible for all aspects of job related safety and the Owner nor the Engineer is responsible for project safety.

16. 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.