

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

The City of Pulaski, 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 Pulaski Water & Sewer Department until 12 o’clock P.M. C.S.T. February 12, 2019, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed,

Addressed to The City of Pulaski Water & Sewer Department at 203 South 1st Street, Pulaski, TN 38478 and designated as bid for Infrastructure Improvements for Select Site TN Site Development Program – Phase 2.

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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 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 on the prescribed form and accompanied by Bid Bond, Drug-Free Workplace Affidavit, Immigration Attestation and Immigration Compliance Act Affidavit, Certification of Compliance with the Iran Divestment Act, and. The aforementioned certifications can be found Division 0 of these Specifications. 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.

3. Subcontracts: The bidder is specifically advised that any person, for, 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.

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 pieces 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 bids for the following:

Infrastructure Improvements for Select Site TN Site Development Program – Phase 2
6. Qualification of Bidder: 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. 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 and b.) Bidder's material supplier(s) proposed for this project
 2. Resumes for key personnel proposed to work on this project. (Project Manager, Field Superintendent and Pipe Foreman at a minimum).
 3. Reference list to include at least five (5) projects of similar scope which have been completed in the past two (2) years. Provide 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 of record
7. 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 s/he has not been notified of the acceptance of his/her bid.
8. 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 s/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.
9. 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 105 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.

10. 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.
11. 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 Hunter Hethcoat, Hethcoat & Davis, Inc. at 278 Franklin Rd., Suite 200, Brentwood, TN 37027; 615-577-4300; hunter.hethcoat@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 by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three 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.
12. 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.
13. 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.
14. 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.
 - c. Wage rates.
 - d. States allowances.
15. 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.

16. Method of Award – Lowest Responsible Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only.
17. Obligation of 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. 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. If the Owner, Engineer or Resident Project Representative becomes aware of any perceived safety violation, he has the right to inform the Contractor. The provision of, or failure to provide, any such notice to the Contractor shall not be construed as the Owner, Engineer or Resident Project Representative assuming any duty, responsibility or liability for safety precautions and/or programs. The Contractor remains solely responsible for the safety of the project.
19. Drug-Free Workplace

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.

20. Employment of Illegal Aliens

Each contractor bidding shall complete a Compliance Certificate regarding the Employment of Illegal Aliens under the provisions of TCA 12-4-124.

21. Iran Divestment Act

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 proposals 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.