

ADDENDUM No.1

To: Prospective Bidders
From: Jeffrey D. Stevens, P.E.
Subject: Roadway Improvements and Slope Remediation
Poplar Creek Road along Poplar Creek
Roane County, Tennessee
Date: April 17, 2019

This addendum forms a part of the Contract Documents and modifies the original specifications dated April 3, 2019 and drawings dated March 14, 2019. Failure of any Bidder to receive this addendum shall not relieve such Bidder from any obligation under his bid as submitted.

Changes:

Item No. 1: Attention is directed to Section 000 – Invitation to Bid, Section 001 – Advertisement for Bids, and Section 002 – Information for Bidders. The bid opening for the project has been moved from April 23, 2019 at 2:00 p.m. (EDT) to **April 30, 2019 at 2:00 p.m. (EDT)**. The bid opening date was moved to allow more time for prospective bidders to prepare their bids without any conflicts with the Good Friday and Easter Holidays.

This information has been updated with local advertising for the project and with Sections 000, 001, & 002. (Please see attached revised sections for the bid documents.)

We apologize for any inconvenience this addendum may have caused for the bid opening. Please contact our office if you have any questions.

ADVERTISEMENT FOR BIDS

Roane County, Tennessee

Roane County is accepting bids for the construction of roadway improvements and slope remediation on Poplar Creek Road along Poplar Creek. A pre-bid meeting has been set for **Thursday, April 11, 2019 at 10:00 a.m. EDT** at the project site (1056 Poplar Creek Road, Oliver Springs, Tennessee 37840). Sealed bids will be opened **Tuesday, April 30, 2019 at 2:00 p.m. EDT**. Bids should be submitted in a sealed envelope to the “Roane County Purchasing Department, 200 East Race Street, Suite #3, Kingston, TN 37763”. Each envelope should be plainly marked with “Poplar Creek Road along Poplar Creek – Roadway Improvements”. Bids will be opened publicly and read aloud at that time.

Poplar Creek Road along Poplar Creek

Plans, Specifications, and Contract Documents may be examined at the following Locations:

1. Roane County Highway Department
2. Roane County Purchasing Department
3. Collier Engineering Company, Inc.
4. Plan Room
5. Builder's Exchange of TN
6. Tennessee Road Builders Association
7. iSqFt, Inc.
8. CMD Group

Plans, Specifications and Contract Documents may be obtained from Collier Engineering Company, 5560 Franklin Pike Circle, Brentwood, TN 37027 (615) 331-1441 upon receipt of a \$100.00 non-fundable deposit (NO CASH)

All bidders must be licensed General Contractors to perform the type construction herein described as required by the Tennessee Code Annotated, Title 62, Chapter 6, as amended by Chapter 9, and Chapter 406 of the Public Acts of 1977. In accordance with TCA 62-6-449(b) all bidders shall include the license number, expiration date thereof, and license classification of the bidding contractor and sub-contractor on the outside of the envelope containing the bid; otherwise the bid shall not be opened or considered. No award of any contract will be made to any firm or individual that is currently debarred by the State of Tennessee or the Federal Highway Administration.

Lynn Farnham, CPPO, CPPB
Roane County Purchasing Agent

ROANE COUNTY PURCHASING DEPARTMENT INVITATION TO BID

Roane County is inviting sealed bids for the service(s) listed below, subject to the terms and conditions of the Invitation to Bid, the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Bids arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Bids To:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

Bid Number: 2019-21-131
POPLAR CREEK ROAD ALONG POPLAR CREEK – ROADWAY IMPROVEMENTS

PRE-BID CONFERENCE – THURSDAY, APRIL 11, 2019 AT 10:00 A.M. (EDT)

Open Date & Time: April 30, 2019 at 2:00 p.m. (EDT)

The Bid Envelope must show the Bid Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

Lynn Farnham, CPPO, CPPB
Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountytn.gov

GENERAL TERMS & CONDITIONS

Attached are instructions and conditions for submitting a bid for Roane County Government. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

BID PREPARATION & SUBMISSION

1. Bidders are expected to examine specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
2. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
3. All pricing submitted in the bid document must be completed in ink or typewritten. The bottom line total must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
4. All bids must meet or exceed the enclosed specifications.

5. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the Purchasing Department as described below.
6. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directions stated below.
7. The vendor's name & address, bid/proposal number, and bid/proposal date and time is to be on the outside of the envelope. If bidding over \$25,000 the contractor's licensing information is to be on the outside of the bid envelope in accordance with T.C.A. § 62-6-119.
8. The bid must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

9. Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted.

LATE RECEIPT OF THE BID

1. The bid and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility. Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
2. Bids must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other bids will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Agent if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
2. Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this Invitation to Bid are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

BID OPENING & AWARD

1. Only the bottom-line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.

2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the bid to be withdrawn.
3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the Invitation to Bid will be most advantageous to Roane County. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
5. Roane County reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the county.
6. Bid results will be posted on the County's website along with the bid tabulation.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event that funds are not appropriated by Roane County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee and in Roane County if the project cost is over \$50,000.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bid.
3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide the services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

IRAN DIVESTMENT ACT

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontractor.

POPLAR CREEK ROAD ALONG POPLAR CREEK – ROADWAY IMPROVEMENTS
VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**POPLAR CREEK ROAD ALONG POPLAR CREEK – ROADWAY IMPROVEMENTS
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

African American Owned
 Caucasian Owned
 Native American Owned
 Other Owned

Asian Owned
 Hispanic Owned
 Woman Owned

Signature

Title

**POPLAR CREEK ROAD ALONG POPLAR CREEK – ROADWAY IMPROVEMENTS
DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Roane County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires _____.

**POPLAR CREEK ROAD ALONG POPLAR CREEK – ROADWAY IMPROVEMENTS
STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that _____ have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargain or, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20__.

Notary Public

My commission expires _____

Statement of Compliance – Illegal Immigrants

**POPLAR CREEK ROAD ALONG POPLAR CREEK – ROADWAY IMPROVEMENTS
IRAN DIVESTMENT ACT COMPLIANCE**

The Iran Divestment Act of 2016, effective on July 1, 2016, is codified in Tennessee Code Annotated §12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits local governments from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tennessee Code Annotated §12-12-105, a person engages in investment activities in the energy sector of Iran if:

- 1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee’s chief procurement officer to publish on the State’s website a list of persons it determines engaged in investments activities in Iran (the “Prohibited Entities List”).

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the COUNTY.

Pursuant to the Act, any BIDDER that attempts to contract with the COUNTY must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified compliance certification form.

**CERTIFICATION OF COMPLIANCE
IRAN DIVESTMENT ACT**

The undersigned states that he/she has legal authority to swear this on behalf of _____

(Vendor); and that the Vendor is not in any manner in violation of *Tennessee Code Annotated §12-12-101 to §12-12-106.*

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, Tennessee Code Annotated §12-12-106.

By: _____

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____ 20____.

Notary _____ My Commission Expires _____

BID ENVELOPE COVER SHEET

Project: POPLAR CREEK ROAD ALONG POPLAR CREEK - ROADWAY IMPROVEMENTS
FOR THE ROANE COUNTY HIGHWAY DEPARTMENT

Bid Date & Time: Tuesday, April 30, 2019
2:00 p.m. (Eastern Time Zone)

Bids must be delivered prior to the aforementioned date to:
Roane County Purchasing
200 East Race Street
Suite #3
Kingston, Tennessee 37763

Bidder Name & Address: _____	

TN License Number: _____	Limit: _____
Expiration Date: _____	Classification: _____

**SECTION 001
ADVERTISEMENT FOR BIDS**

Roane County, Tennessee

Roane County is accepting bids for the construction of roadway improvements and slope remediation on Poplar Creek Road along Poplar Creek. A pre-bid meeting has been set for **Thursday, April 11, 2019 at 10:00 a.m. EDT** at the project site (1056 Poplar Creek Road, Oliver Springs, Tennessee 37840). Sealed bids will be opened **Tuesday, April 30, 2019 at 2:00 p.m. EDT.** Bids should be submitted in a sealed envelope to the “Roane County Purchasing Department, 200 East Race Street, Suite #3, Kingston, TN 37763”. Each envelope should be plainly marked with “Poplar Creek Road along Poplar Creek – Roadway Improvements”. Bids will be opened publicly and read aloud at that time.

The work for which bids are to be submitted consists of furnishing all labor, materials and performing all work required for the construction of roadway improvements and slope remediation on Poplar Creek Road along Poplar Creek, as described herein and as specified in the plans. Roane County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposals deemed to be in the best interest of Roane County. **No bid shall be valid unless signed.** No bid shall be accepted by FAX machine.

All bidders must be licensed General Contractors to perform the type construction herein described as required by the Tennessee Code Annotated, Title 62, Chapter 6, as amended by Chapter 9, and Chapter 406 of the Public Acts of 1977. In accordance with TCA 62-6-449(b) all bidders shall include the license number, expiration date thereof, and license classification of the bidding contractor and sub-contractor on the outside of the envelope containing the bid; otherwise the bid shall not be opened or considered. No award of any contract will be made to any firm or individual that is currently debarred by the State of Tennessee or the Federal Highway Administration.

Poplar Creek Road along Poplar Creek

Plans, Specifications, and all other Contract Documents may be examined at the following locations:

1. Roane County Highway Department
2. Roane County Purchasing Department
3. Collier Engineering Company, Inc.
4. Dodge Plan Room
5. Builder’s Exchange of TN
6. Tennessee Road Builders Association
7. iSqFt, Inc.
8. CMD Group

Plans, Specifications, and all other Contract Documents may be obtained from Collier Engineering Company, 5560 Franklin Pike Circle, Brentwood, TN 37027 (615) 331-1441 upon receipt of a \$100.00 non-fundable deposit (NO CASH).

Lynn Farnham, CPPO, CPPB
Roane County Purchasing Agent

**SECTION 002
INFORMATION FOR BIDDERS**

1. RECEIPT AND OPENING OF BIDS

(A) Roane County, Tennessee (hereinafter called the "Owner") invites bids on the form included herein, all blanks of which must be properly filled in. Bids will be accepted at the Roane County Purchasing Department, 200 East Race Street, Suite #3, Kingston, TN 37763 until **Tuesday, April 30, 2019 at 2:00 p.m. EDT**, at which time bids will be opened and publicly read aloud. The envelopes containing the bids must have the following information on the outside of the envelope:

Name of Bidder
Bidder's Address
Bidder's Tennessee License Number
Bidder's License Expiration Date
Project Number and Names for which bid is being submitted.

(B) If the above information is not shown on the outside of the envelope, the bid will not be opened but returned unopened to the bidder. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope and addressed as specified above.

(C) The Owner will consider informal any bid not prepared as outlined above, and such bids will not be opened. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or postponement thereof. Any bid received after the scheduled time for opening bids shall not be considered. No bidder may withdraw his bid within sixty (60) days after the actual date of the bid opening.

2. PREPARATION OF BIDS

(A) Each bidder must submit his bid on the forms furnished herein. Bid forms shall not be detached from the Contract Documents Book. All blank spaces in the Bid Forms must be filled in (in ink) where indicated for each item. Unit prices must be written in both numerals and words. Words, unless obviously incorrect, will govern in case of conflict between words and numerals.

(B) No qualifying statements or letters will be considered. Totals read at the Bid Opening will not be considered correct and no award will be made until unit prices, extensions, and totals have been checked.

3. BID SECURITY

Each Proposal must be accompanied by a Bid Bond from a Surety Company acceptable to the Owner on the form contained herein, or on a form provided by the Surety Company; or a certified check, or a cashier's check made payable to the Owner, for not less than ten (10%) percent of the amount of the bid. Checks will be returned to all except the three low bidders within ten (10) days after opening of the bids and the remaining checks will be returned promptly after the Owner and accepted bidder have executed the contract. If no award has been made within sixty (60) days after the bid opening, the checks will be returned to the three low bidders, upon demand, at any time thereafter.

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Specifications or other Bid Documents will be made orally to any Bidder. Request for interpretations shall be made in writing addressed to Collier Engineering Company, Inc., 5560 Franklin Pike Circle, Brentwood, TN 37027, and must be received at least five (5) days prior to the date scheduled for opening of bids. All such interpretations shall be in the form of written addenda to be delivered by certified mail to all prospective bidders. Failure of any Bidder to receive any addendum shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the Contract Documents.

5. TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegram at any time prior to the scheduled closing time. The telegraphic communications shall not reveal the total bid price but shall provide the addition, subtraction, or other modification in such a manner that the final amount of terms cannot be known to the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the scheduled closing time, no consideration will be given to the telegraphic modification.

6. QUALIFICATION OF BIDDER

All Bidders must be properly licensed with the State of Tennessee Board for Licensing Contractors. The Owner may make any investigations he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information for this purpose that the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is qualified to carry out the obligations of this contract and to complete the work as specified herein. No Conditional Bids will be accepted.

7. DEBARRED CONTRACTORS

All Bidders are hereby advised that no award of this contract will be made to any firm or individual that is currently debarred by the State of Tennessee, or the Federal Highway Administration. All Bidders must be properly licensed with the State of Tennessee Board for Licensing Contractors.

8. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site (or sites), and to have read and to be thoroughly familiar with the Drawings, Specifications and Bid 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 to his bid. No allowance will be made to any Bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the Bidder has made such examination.

9. SUBCONTRACTS

The Bidder is notified that all subcontracts under this contract must be acceptable to the Owner.

10. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State and Local Laws, Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to this Contract, and they will be deemed to be included in the Contract the same as if herein written out in full.

11. FAILURE TO ENTER INTO CONTRACT

Should the successful Bidder fail to execute and deliver the Agreement and required Bonds within twenty (20) days after he has received a "Notice of Award", he shall forfeit to the Owner, as liquidated damages, the security deposited with this bid.

12. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder agrees to commence work on or before a date to be specified in a written "Notice to Proceed" and to complete the project within the time specified in the Proposal. Bidder also agrees to pay, as liquidated damages, the sum for each calendar day thereafter as provided for in the Proposal.

13. METHOD OF AWARD

The Contract will be awarded on the basis of the lowest and best total bid submitted by a responsible bidder, provided said bid does not exceed the amount of funds available. However, any unreasonable unit price (either excessive or below the reasonable value) may be a basis for rejecting the entire Bid. The Owner reserves the right to waive any informalities or minor defects in the bid or to reject any and/or all Bids.