

# **Robertson County Tennessee**

Jody Stewart, Finance Director Finance Department 523 South Brown Street, Springfield, TN 37172 (615) 384-0202 Fax (615) 384-0237

# POST DATE: March 11, 2021

### BID 1464: RETAINING WALL AT SPRINGFIELD HIGH SCHOOL

Mandatory Pre-Bid Meeting: Monday, March 22, 2021 at 10:00 A.M. CST (See details below)

Sealed bids must be received by: April 5, 2021 at 10:00 AM

Robertson County Finance Office 523 South Brown Street Springfield, TN 37172

### THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1464 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

A <u>MANDATORY</u> Pre-Bid meeting will be held Monday, March 22, 2021 at 10:00 A.M. CST at Springfield High School located at 5240 HWY 76E, Springfield, TN 37172. Bidders that do not attend this conference will not be considered for the work. For assistance with technical / product information contact Pat Brown, Athletic Director, Robertson County Schools at (615) 384-5588. For assistance with bid procedures contact Jody Stewart, Robertson County Finance Office at (615) 384-0202 or by email: <u>istewart@robcotn.org</u>.

Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

# SPECIFICATIONS FOR BUILDING A RETAINING WALL BETWEEN THE SPRINGFIELD HIGH SCHOOL BASEBALL FIELD AND SOCCER FIELD

The Robertson County Board of Education (Owner) is currently seeking bids for building a retaining wall at Springfield High School located at 5240 HWY 76E, Springfield, TN 37172. The successful bidder will be responsible for furnishing all tools, equipment, labor, materials, and miscellaneous items needed to complete this part of the project. The bidder should provide a quote for all work by referencing the engineered plans.

# SCOPE OF WORK

The installing contractor's responsibilities shall include the following:

- 1. The contractor will follow referenced engineered drawings provided by Klober engineering to build a retaining wall between the baseball field and soccer field. (Please contact Josh Lyon at Klober Engineering, (615)382-2000, with any questions.)
- 2. The contractor will supply all aggregate backfill, wall block, daylighted positive drainage system, geo grid and labor.
- 3. Provide materials and equipment to off load equipment at each project site per scheduled delivery.
- 4. Provide storage containers for material as necessary and dumpsters for waste disposal if needed at the location. The Owner will not be responsible for construction generated debris removal. The contractor will clean and remove spoils. The contractor will sod, seed and straw.
- 5. Provide adequate security to protect delivered products from theft, vandalism, or other unspecified damage for the duration of the projects. The Owner will not be responsible for any materials stored on site for the duration of the projects.
- A. Keep all heavy equipment off the playing fields. Contractor will repair all damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair. The contractor will replace all property damaged by him including fences, trees, plants, grass, concrete walks, asphalt drives, building surfaces, stadium seating, etc. at no additional cost to the Owner.

# **INSURANCE AND BOND REQUIREMENTS**

A. The contractor shall provide a certificate of insurance for public liability and property damage with the Robertson County Board of Education named as the certificate holder. The contractor shall provide Workers Compensation Insurance as required by Tennessee state law. The contractor shall prove compliance with Public Chapter No. 587, T.C.A. 49-5-413 (d), criminal background check and provide a Drug Free Workplace affidavit.

The contractor shall, upon completion of the projects, protect the Owner against defective materials or faulty workmanship for a period of two (2) years.

# **CODES, PERMITS, AND LICENSES**

The contractor shall procure all necessary permits or licenses to carry out his work and shall pay the lawful fee thereof as well as for any inspection fee or the cost of a certificate of approval.

In any instance where these specifications call for materials for construction of a better quality or larger size than required by codes, the provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.

There will be a <u>mandatory</u> pre-bid conference held at the site on Monday, March 22nd at 10:00 a.m. CST at the Springfield High soccer field at 5240 HWY 76E, Springfield, TN 37172. Bidders that do not attend this conference will not be considered for the work.

For any questions concerning these specifications contact Pat Brown at (615)384-5588 or by e-mail at <u>pat.brown@rcstn.net</u>.

# **BID SHEET**

(Bidder will be required to hold this quote for a period of ninety (90) days so bid can be approved by the Robertson County Board of Education.)

# PRICE TO BUILD RETAINING WALL BETWEEN THE BASEBALL FIELD AND SOCCER FIELD PER THE ENGINEERED PLANS AT THE SPRINGFIELD HIGH LOCATION:

(IN WORDS)	(IN NUMBERS)
COMPANY NAME:	
ADDRESS:	
ADDRESS:	
PHONE:	

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE

#### **EMPLOYEES**

4.1 Personnel Obligations. Contractor shall be solely responsible for all personnel actions with respect to its employees. The Contractor shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees; shall be responsible for insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, retirement contributions and workers' compensation costs with respect to its employees; and shall file all required documents and forms. The Contractor shall be responsible for any claims, liabilities and expenses related to or arising out of its responsibilities set forth herein.

5.1 Compliance with Law. Contractor shall comply with all applicable laws, ordinances, rules and regulations relating to the Services operation and shall obtain all required licenses and permits. The Board shall cooperate with Contractor to accomplish the foregoing. The Robertson County Government requires all businesses conducting business with Robertson County have a valid Robertson County business license.

5.2 Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance as required by state law covering all employees employed by Contractor in connection with the Services. Contractor shall provide the Board with a copy of the Declaration Page of the workers' compensation policy annually during the term of this Agreement.

5.3 Comprehensive or Commercial Insurance. Contractor shall maintain during the term of the Agreement, for protection of the Board and Contractor, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than Five Million Dollars (\$5,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering the operations and activities of Contractor under the Agreement and shall provide the Board with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation. The Board shall be named as an additional insured under Contractor's policies of insurance--other than workers' compensation--to the extent the Board is indemnified pursuant to this Agreement.

Certificates of insurance shall be provided to the Board annually for any and all insurance coverages where the Board is named as an additional insured under Contractor's policies, prior to commencement of services.

5.4 Indemnification. Contractor shall indemnify and save harmless the Board, individual board members, officers, and employees against any and all claims, actions, demands, costs, damages, losses or expenses of any kind whatsoever, in whole or part, resulting from or connected with any acts under this Agreement or from the omission or commission of any act, lawful or unlawful, by Contractor, its agents and/or employees, including, but not limited to, court costs and attorney's fees incurred by the Board in connection with the defense of said matters. The Board shall not in any event be liable in damages for business loss or other incidental or consequential damages of whatever kind or nature, regardless of the cause of such damage, and Contractor, and anyone claiming by or through it, expressly waives all claims to such damages.

5.5 Assignment. The Agreement may not be assigned by either party without the written consent of the other.

5.6 Subcontracts. Contractor is and remains responsible at all times for the performance of the Agreement and cannot subcontract any part of the Agreement without the express written approval of the Board. In the event that the Board consents to Contractor's request to subcontract a part of the Agreement, Contractor shall remain liable and responsible for the performance of all Services under the Agreement.

5.7 Force Majeure. Neither Contractor nor the Board shall be liable for failure to perform its respective obligations hereunder when such failure arises out of fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes. Any party experiencing such an event shall give as prompt notice as possible under the circumstances and such protection from liability shall last only for the duration of the event of such force majeure.

In the event such force majeure necessitates cancellation of Contractor's performance of the Services, in whole or in part, and an alternate date(s) cannot be agreed upon by the parties, the Board will be under no obligation to compensate the Contractor for Services not performed. If such force majeure makes performance of the Services impossible, ineffective, or impracticable, the Board shall have the option of terminating the Agreement immediately without penalty or further expense.

5.8 Termination. This agreement can be terminated by either party with a ninety (90) day written notice.

5.9 Severability. If any term or provision of proposed contract or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.10 Amendments to Agreement. All provisions to the proposed contract shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This proposed contract contains all agreements of the parties with respect to matters covered herein, and may not be changed other than by an agreement in writing signed by the parties hereto.

### Robertson County, Tennessee NON-COLLUSION AFFIDAVIT

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

Authorized Signature, Title (Owner/ Corporate Officer)	Date
Printed Name:	
Company Name	
Mailing Address	
Telephone No.	

### DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of \_\_\_\_\_\_, an employer of five (5) or more employees contracting with Robertson County, Tennessee 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.

Authorized Signature, Title (Owner/ Corporate Officer)	Date
Printed Name:	
Company Name	
Mailing Address	
Telephone No.	Fax No.
Witness signature :	Date:
Witness printed name:	

# Robertson County, Tennessee

#### Letter of Compliance

Successful bidder must comply with and provide this Letter of Compliance.

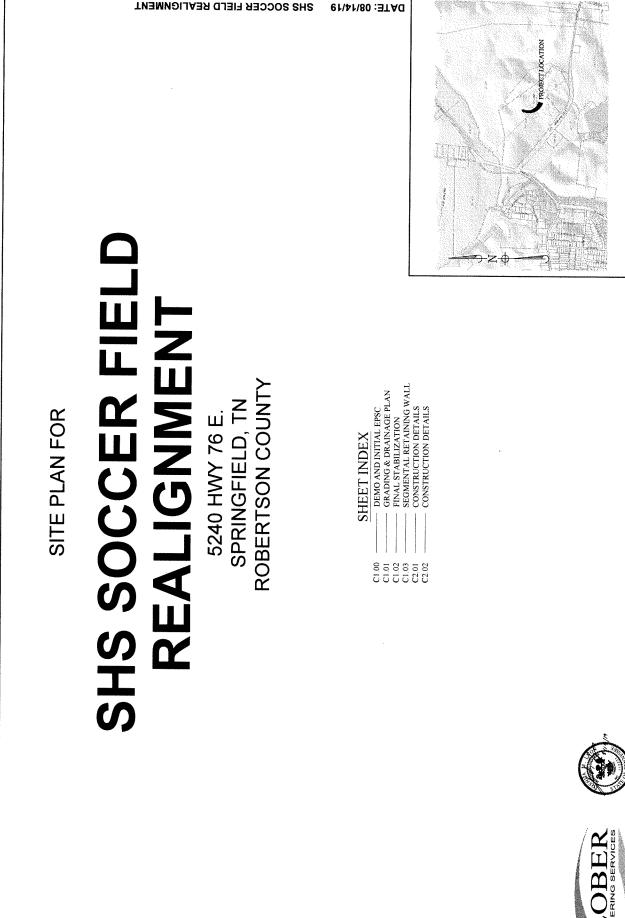
Amendments to the Tennessee Code Annotated Section 49-5-413 may require employers doing business with the Robertson County Board of Education to have their employees' criminal history records checked. The law provides that no employer or their employee(s):

- 1. Shall come indirect contact with school children, children in a childcare program; AND/OR
- 2. Shall enter the grounds of a school or childcare center operated by the Robertson County Board of Education when children are present without this compliance letter on file.

Your signature below indicates that you are fully aware of these requirements and that if applicable to your business relationship with the Robertson County Board of Education: (1) you have fully complied with the investigation required; and (2) you and any of your employees to which this applies are qualified to be in contact with the children and/or on school grounds as set forth by the Statute.

Further, you agree to hold Robertson County and/or its Board of Education harmless in all respects from any failure on your part to follow these requirements.

Authorized Signature (Owner/ Corporate Officer)	Date
Printed Name	
Company Name	
Mailing Address	
Telephone NoFax No	
Email Address:	



CONSTRUCTION DOCUMENTS

Vicinity Map



SHS SOCCER FIELD REALIGNMENT

