

CITY OF KNOXVILLE

INVITATION TO BID

Project No. SW20-020

Project: Westland Drive Drainage Improvements Project

Sealed bids will be received by the City of Knoxville, in Room 667-674, City County Building, 400 Main St., Knoxville, Tennessee, until 11:00 a.m., on Monday May 17, 2021 for the Westland Drive Drainage Improvements Project. The work consists of installing 208' of 18" RCP, a concrete flume, seeding and strawing disturbed areas, traffic control, and erosion control, along Westland Drive and any other work needed to complete the project as directed by the Engineer.

Project plans, specifications, and bid packages may be obtained from the Engineering Department after completing the Bid Document Request Form available on the City of Knoxville's procurement website @ www.knoxvilletn.gov/bids. Completed Bid Document Request Forms shall be emailed to civilengineeringplans@knoxvilletn.gov. You will then receive a response email containing a link to download PDF files of the project plans, specifications, and bid packages.

Drawings, Specifications, and other Contract Documents may be examined at the Knoxville Builders Exchange, Urban League, Black Contractors Association, the Purchasing Division of the City of Knoxville, and can be reviewed online at the iSqFt website @ www.isqft.com.

All bidders must be licensed contractors and must have an HRA – Highway, Railroad and Airport Construction classification.

A Pre-Bid Conference will be held virtually on Zoom at 10:00 a.m. on Thursday April 29, 2021, via the following instructions:

City of Knoxville Purchasing is inviting you to a scheduled Zoom meeting.

Topic: Pre-Bid: Westland Drive Drainage Improvements

Time: Apr 29, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83544497509?pwd=WFMvWUpmQ25wUHZwV0FZbWRYRXpWZz09>

Meeting ID: 835 4449 7509

Passcode: 953398

One tap mobile

+19292056099,,83544497509#,,,,*953398# US (New York)

+13017158592,,83544497509#,,,,*953398# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 835 4449 7509

Passcode: 953398

Find your local number: <https://us02web.zoom.us/j/83544497509>

All interested potential bidders are strongly encouraged to view the “Invitation to Bid and Information for Bidders” on the City of Knoxville’s procurement website @ www.knoxvilletn.gov/bids.

INFORMATION FOR BIDDERS

Bids will be received by the City of Knoxville, Tennessee (Herein called the "Owner") by the Purchasing Division of the City of Knoxville, acting for the Mayor, in Room 667-674, City County Building, 400 Main Avenue, Knoxville, Tennessee, 37902 until 11:00 A.M. on Monday, May 17, 2021, and then at said office publicly opened and read aloud.

City of Knoxville Purchasing is inviting you to a scheduled Zoom meeting.

Topic: Bid Opening - Westland Drive Drainage Improvements
Time: May 17, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84245034354?pwd=RkE1c011Sy9DRmRRV2hZRGdGWm9zUT09>

Meeting ID: 842 4503 4354

Passcode: 929881

One tap mobile

+13017158592,,84245034354#,,,,*929881# US (Washington DC)

+13126266799,,84245034354#,,,,*929881# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 842 4503 4354

Passcode: 929881

Find your local number: <https://us02web.zoom.us/u/kcm2tkb9xH>

Each Bid must be submitted in a sealed envelope, addressed to the Purchasing Division for the City of Knoxville; Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee 37902. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

Bids may also be submitted electronically through the City's Procurement website. DO NOT EMAIL YOUR SUBMISSION. All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.)

To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing

Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may have been sent to your spam or junk folder. DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as two (2) files to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on May, 17, 2021.

To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids

Click "Westland Drive Drainage Improvements Project"

Click "Submit Bid" (red button located at top of screen)

Follow the prompts to upload and submit electronic file. The City prefers only two (2) submission files per submission. Files MUST use the following naming convention and be named as the firm's name followed by the title of the project. Example: BobsBurgers – Westland Drive Drainage Improvements Project Outside of Envelope.pdf and BobsBurgers – Westland Drive Drainage Improvements Project.pdf. Should you need to merge multiple documents into one PDF, please utilize Google to download a free software intended for merging pdf documents.

No bid will be received or accepted after the above-specified time for the opening of bids. Bids that arrive late due to the fault of U.S. Postal Service, United Parcel Services, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.

All Bids must be made on the required bid form supplied with the Contract documents. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

All Bidders must be licensed contractors as required by the Contractors Licensing Act of 1994, and all Acts amendatory thereof and must have an HRA - Highway, Railroad and Airport Construction classification. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the Bid must be placed on the sealed envelope containing the bid. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**

If applicable, sub-contractors for electrical work, plumbing work, and HVAC must be shown on the outside of the envelope along with their respective license numbers, expiration date, and classification; where the total cost of the masonry portion of the project exceeds \$100,000 in materials and labor, the license number, expiration date, and classification must be listed on the outside of the envelope for the masonry sub-contractor.

The envelope must be plainly marked, "Bid on (project) to be opened on (date) at (time)," otherwise the bid cannot be opened or considered. Any bid envelope which contains the listing of more than one contractor in each classification shall be considered in violation and the bid shall not be opened or considered. These requirements are detailed in Tennessee Code Annotated § 62-6-119 (B), the State of Tennessee, Department of Commerce and Insurance Board for licensing contractors can provide additional information if required.

Attention is called to Chapter 2, Article VIII (Procurement Code) of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated § 12-4-401 et seq. For the purpose of this contract the prevailing wage rates shall be the wage rate incorporated in these documents. The City reserves the right to demand the payroll records of Contractor at any time to monitor compliance with the wage rate/discrimination clause(s). Failure by Contractor to provide City with said records within ten working days of the written notice shall constitute a breach of this agreement.

Any Bid may be withdrawn prior to the above scheduled time for the opening of the 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 ninety (90) days after the actual date of the opening thereof. Should there be

reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and Specifications including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. When discrepancies occur between unit prices and total prices on the Bid Schedule, the total price submitted for each pay item will be maintained and corrections will be made to the unit prices.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Inquiries pertaining to this ITB shall be made in writing and be in the hands of the Purchasing Division by the close of the business day on Monday May 10, 2021. Questions can be submitted by letter, fax (865-215-2277), or email to the Purchasing Agent of the City of Knoxville (powens@knoxvilletn.gov) or City County Building; 400 Main Street; Room 667-674; P.O. Box 1631; Knoxville, TN 37901. The City is not responsible for oral interpretations given by any City employee, representative, or others; and no interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. To be given consideration, such requests/questions must be received at least five (5) business 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 posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

All Bids must be signed in full by the Bidder or Bidders in their business name or style and must show his or their complete address. If the Bidder be a firm or a corporation, the signature shall be a duly authorized member of the firm or officer of the corporation stating his official title or position with such firm or corporation, with the corporate seal attached, attested to by the proper officer. If the Bidder be a firm, the full names and addresses of all members of the firm must be shown. If the Bidder be a corporation, the name of the state under the laws of which it is incorporated must be shown. If the Bid is signed in the name of an agent, legal evidence of his authority to bind his principals must accompany the papers.

All Bids exceeding \$100,000 must be accompanied by a Bidder's Bond equal to 5 percent of the bid price, executed by the Bidder and a surety company authorized to transact business in the State of Tennessee or by a cashier's or certified check on a duly authorized bank made payable to the City of Knoxville, as a guarantee that, if the Bid is accepted, the required Contract will be executed and the required Performance and Payment Bonds furnished. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two (2) remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the

Performance Bond and Payment Bond within fifteen (15) days from the date when notice of award is delivered to the Bidder. The notice of award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner within ninety (90) calendar days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

Notice to proceed shall be issued within ninety (90) days of the execution of the Agreement by the Owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ninety (90) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as 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 and data for this purpose as 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 properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Award will be made as a whole to one Bidder. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout. Attention is called to Section 2-1016 et seq. of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated 12-4-401 et seq.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the General Conditions. Attention is also called to Section 15-26 of the Knoxville City Code, requiring and defining a non-discrimination clause which shall be contained in all Contracts with the City of Knoxville wherein City funds are expended for the purpose of construction, alteration, repair or demolition of any building, street, alley or sewer, or for the providing of any services, and all leases, franchises or concession through which property of the City of Knoxville is to be used.

All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000 (d). The successful bidder must follow Title VI guidelines in all areas including hiring practices, operating facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City. The Drug Free Workplace Affidavit form must be submitted with the bid.

The Drug Free Workplace Affidavit, the Non-Collusion Affidavit, the Iran Divestment Act Form, and the Subcontractor/Consultant Statement from the Diversity Business Enterprise Program packet, fully executed, must be submitted with the bid.

The Contractor shall maintain such insurance as detailed in the General Conditions section of this ITB as will protect him and/or the City from all claims including Workman's Compensation and will save harmless the City from all claims and damages which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the work.

The Contract will be awarded with reasonable promptness by written notice to the responsive and responsible Bidder whose Bid is determined to contain the lowest bid price or lowest evaluated bid price in accordance with Section 2-862 of the Knoxville City Code.

The City may waive technicalities concerning bid documents and may follow up with individual organizations after the bid opening to obtain such documents when it is in the best interests of the City. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be in the best interest of the City.

(INSERT BD-8)

In submitting this bid it is understood that the right is reserved by the City of Knoxville to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within fifteen (15) days after the contract is presented to him for signature.

Security of the sum of _____ Dollars
(\$ _____), in the form of _____, is submitted herewith in accordance with the Specifications.

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within one hundred eighty (180) calendar days thereafter. Bidder further agrees to pay liquidated damages in the sum of two hundred dollars (\$200.00) for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

The Bidder is prepared to submit a financial and experience statement upon request.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal. Also attached is a Statement of Bidder's Qualifications.

Date: _____, 20____ _____
Name of Bidder

State License No: _____ By

Tax ID Number: _____ Title

Official Address (including Zip Code):

Incorporated under the laws of the State of

Title
My commission expires: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

As Principal, and

as Surety, are hereby held and firmly bound unto

_____ as Owner in the penal sum of

_____ for the payment of which, well

and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain Bid, attached hereto and hereby made a part hereof to enter

into a contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection

therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such extension.

IN WITNESS, THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

SEAL

By_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of

_____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the

Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder to the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in _____
(number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal)

(Principal) Secretary
(SEAL)

By _____(S)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

By

Attorney-in-fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amount due for materials, lubricants, oil, gasoline, coal and coke, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such work, and all

insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, and all taxes, licenses, assessments, contributions, penalties, and interest thereon, when and if the same may be lawfully due, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice to any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____(s)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

BY _____
Attorney-in-fact

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
duly authorized and acting legal representative of
_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date:

NOTICE TO PROCEED

To: _____ Date: _____

_____ Project: _____

_____ Project No: _____

Contract No: _____

You are hereby notified to commence work in accordance with Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within _____ calendar days thereafter. The date of completion of all WORK is therefore _____, 20____.

City of Knoxville
Owner

By _____

Title Engineering Planning Chief

Engineer _____ ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this the ____ day of _____, 20 ____ .

By

Title

cc: Contractor
 Law Department
 Finance Department
 Real Estate Management
 W. Harold Cannon, Jr., P.E., Director of Engineering
 Lori Morgan, Capital Projects Technician
 Natalie Reyes, Contract Manager
 David McGinley, P.E., CFM, Engineering Manager II
 Project Inspector

CHANGE ORDER

Order No. _____

Date: _____

NAME OF PROJECT: _____

OWNER: _____ City of Knoxville, Tennessee _____

CONTRACTOR: _____

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

JUSTIFICATION:

CHANGE TO CONTRACT PRICE:

Original Contract Price \$

Current Contract Price adjusted by previous Change Order \$ _____.

The Contract Price due to this Change Order will be (increased) (decreased) by: \$ _____.

The new Contract Price including this Change Order will be \$ _____.

CHANGE TO CONTRACT TIME:

The Contract Time will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____.

All other provisions of document number _____ shall remain in full force and effect.

Requested by (Engineering Planning Chief) _____

Accepted by (Contractor) _____

Approved by (Director of Engineering) _____

Approved by (Director of Finance) _____

Approved as to form (Director of Law) _____

Ordered by (Mayor) _____

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address, including City, State, and Zip Code.
3. When organized.
4. If a corporation, where incorporated.
5. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
6. General character of work performed by your company.
7. Have you ever failed to complete any work awarded to you? If so, where and why?
8. Have you ever defaulted on a contract? If so, where and why?
9. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.
10. List your major equipment available for this contract.
11. Experience in reinforced concrete and masonry retaining walls, grading, paving, and other work similar in importance to this project.
12. Background and experience of the principal members of your organization including the

officers.

- 13. Credit available: \$ _____.
- 14. Give bank reference.
- 15. Will you upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Knoxville?
- 16. (a) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, creed, nationality, sex, religion or nationality? If so, give full details.
- (b) Have you ever been accused of discrimination based upon race, color, sex, nationality, or religion in any action or legal proceeding, including any proceeding related to any Federal Agency? If so, give full details.
- 17. The undersigned hereby authorizes and requests any person, firms, or corporation to furnish any information requested by the City of Knoxville in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20_____.

By

Title

State of _____)
)ss
 County of _____)

_____ being duly sworn, deposed and
 says that he is the _____ of
 and that the answers to the foregoing questions and all statements therein contained are true and
 correct.

Subscribed and sworn to before me this _____ day _____, 20_____.

 Notary Public

My commission expires

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____, by and between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee, and _____.

WHEREAS, the Purchasing Division for the City of Knoxville advertised for competitive sealed bids for the “_____”, Project No. _____ and _____.

WHEREAS, _____ submitted the lowest qualified (Unit Price Bid)(Lump Sum Bid) _____, which bid was approved by the Council of the City of Knoxville on _____, by Resolution _____.

NOW, THEREFORE, the CITY OF KNOXVILLE and _____

for the mutual considerations stated herein agree as follows:

1. STATEMENT OF WORK. _____

shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, and perform and complete all work required on the _____, and required supplemental work for the City of Knoxville, Tennessee, all in strict accordance with the contract documents for said project including all addenda thereto as prepared by the Engineering Department of the City of Knoxville and dated _____.

II. CONTRACT PRICE. The City of Knoxville shall pay to _____
for the satisfactory performance of the contract in current funds, subject to additions and deductions
and in accordance with the (Unit Prices Bid)(Lump Sum Bid) as provided in the contract documents,
but not to exceed the sum of _____ unless modified by a Contract Change Order.

III. CONTRACT. The executed Contract Documents shall consist of the following:

- a. This contract
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid and Proposal
- f. General Conditions
- g. Supplemental General Conditions
- h. Special Conditions
- i. Technical Specifications
- j. Drawings

This Agreement, together with other documents enumerated in this Article III, which said other documents are as fully a part of the contract as if hereto attached or herein repeated, forms an Agreement between the parties hereto.

IN WITNESS WHEREOF, the CITY OF KNOXVILLE and _____

have caused this Agreement to be executed in five copies on the day and year first written above.

CITY OF KNOXVILLE

By
INDYA KINCANNON
Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

CHARLES SWANSON
Senior Law Director

By

(Title)

(Business Address)

DRUG-FREE WORKPLACE AFFIDAVIT

State of

County of

_____, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this ____ day of _____, _____.

Title

My Commission expires

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

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 T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____,
2_____.

My commission expires: _____