#### PUBLIC NOTICE INVITATION TO BID # 1123

The Springfield Electric Department will be accepting sealed bids for the following:

#### FURNISH AND INSTALL FOUR (4) STEEL STRAIN POLES, FOOTINGS, TWO (2) NEW FIVE-HEAD TRAFFIC SIGNALS AND ASSOCIATED MATERIAL AND TRANSFER EXISTING TRAFFIC SIGNAL ASSEMBLY.

Specifications may be downloaded at www.springfield-tn.org. Contact Sandra Vallejo at (615)384-6770 ext. 113 with questions. Sealed bids must be received in the Office of the City Recorder, 405 North Main Street, Springfield, TN 37172 by 2:30 pm local time, Tuesday, February 25, 2020. Please note Bid #1123 on the outside of the sealed envelope. The City of Springfield reserves the right to reject any or all bids.

Lisa H. Crockett City Recorder

#### CITY OF SPRINGFIELD ELECTRIC DEPARTMENT 1000 CENTRAL AVENUE SPRINGFIELD, TENNESSEE 37172

#### BID CONTRACT #1123

#### FURNISH AND INSTALL FOUR (4) STEEL STRAIN POLES, FOOTINGS, TWO (2) NEW FIVE-HEAD TRAFFIC SIGNALS AND ASSOCIATED MATERIAL AND TRANSFER EXISTING TRAFFIC SIGNAL ASSEMBLY

#### BID OPENING DATE: February 25, 2020

#### TIME: <u>2:30 p.m.</u>

#### Contents:

- I. Proposal/Bid Preparation
- II. Base Bid
- III. Specifications
- IV. Iran Divestment Act Form

#### I. PROPOSAL & BID PREPARATION

#### A. Preparation

BIDDER shall submit two (2) copies of bid in a sealed envelope addressed to:

Lisa Crockett, City Recorder City of Springfield 405 N. Main Street Springfield, TN 37172

Bid will open <u>Tuesday, February 25<sup>th</sup> at 2:30 p.m. CST</u>. No telephone or faxed bids will be considered.

#### B. Pricing

The BIDDER declares that this proposal is made without connection with any other person or persons bidding for the same work. Bids shall not contain any unbalanced prices, unauthorized additions, alterations, limitations, conditions, or provisions. Non-Collusion Affidavit and Business Relationships Affidavit must be returned with bid.

### BIDDER shall use <u>Section II Base Bid</u> of this document to list all prices, terms, conditions, exceptions, and warranties.

Springfield Electric reserves the right to reject any or all bids.

#### C. Inspections and Tests

Unless otherwise specified in the contract or purchase order, BIDDER shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with this specification. This action does not preclude subsequent inspection and testing by OWNER to further determine conformance to specification requirements of quality standards of workmanship, material, and construction techniques.

#### D. Questions

Any questions concerning these specifications should be directed to:

Sandra Vallejo Engineering Specialist Springfield Electric Department 1000 Central Avenue Springfield, Tennessee 37172 (615) 384-6770 ext. 113 (615) 382-1642 (fax) svallejo@springfield-tn.org

#### II. BASE BID

Proposal of \_\_\_\_\_\_, herein called "BIDDER", to the City of Springfield Electric Department, herein called "OWNER":

That for and in consideration of the mutual agreements and covenants herein contained, the parties agree and bind themselves as set out below:

The BIDDER, in compliance with the invitation to bid for **FURNISHING AND INSTALLATION FOUR (4) STEEL STRAIN POLES, FOOTINGS, TWO (2) NEW FIVE-HEAD TRAFFIC SIGNALS AND ASSOCIATED MATERIAL AND TRANSFER EXISTING TRAFFIC SIGNAL ASSEMBLY**, having examined the plans and specifications with the related documents, and being familiar with all the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to install the equipment in accordance with the contract documents, within the time set forth therein, at the price stated therein.

Bidder agrees to perform work in compliance with all codes applicable to this project. All work is to be performed in a neat and professional manner.

#### This project is to be bid by BIDDER as a LUMP SUM BID for all work described in this specification.

BIDDER hereby agrees to complete work under this contract within <u>ONE HUNDRED EIGHTY (180)</u> calendar days after receipt of notice to proceed.

Prior to awarding of contract, BIDDER shall be required to provide OWNER the following:

- a. Certificate of Insurance per specified limits, and;
- b. All applicable executed documents related to this project returned to OWNER, including Payment Bond, Performance Bond, and Affidavits, and;
- c. Written guarantee of material and workmanship for all work to be performed under this contract including any terms and conditions of guarantee, and;
- d. At least three (3) references from companies BIDDER has performed similar work for. Include contact person(s) and phone numbers.

#### ANY EXCEPTIONS OR SUBSTITUTIONS FROM THESE SPECIFICATIONS ARE TO BE NOTED AND EXPLAINED WITH ALL DOCUMENTATION SUPPLIED.

#### FURNISH AND INSTALL FOUR (4) STEEL STRAIN POLES, FOOTINGS, TWO (2) NEW FIVE-HEAD TRAFFIC SIGNALS AND ASSOCIATED MATERIAL AND TRANSFER EXISTING TRAFFIC SIGNAL ASSEMBLY

Bid #1123

**BID OPENING** 

Date:	February	/ 25,	2020	Time:	<u>2:30 p.m.</u>
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Total Base Bid (Materials, Equipment	& Labor):	Lump Sum Price: \$	
Available Start Date:			
erms and Length of Warranty(s)/Guar	antee:		
Other Terms and Conditions:			
xceptions/Substitutions:			
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part such bid or bids as may be deeme			
part such bid or bids as may be deeme	Da	ate	
p <b>art such bid or bids as may be deeme</b> Signature – BIDDER	Da	ate	
Signature – BIDDER Company Name	Da	ate	

SCOPE OF WORK AND SPECIFICATIONS FOLLOW THIS PAGE

#### III. SPECIFICATIONS

#### **SCOPE**

To provide material, labor and equipment only to replace four (4) existing wood poles supporting the existing traffic signals at intersection of Central Avenue West and South Main Street in Springfield, Tennessee with self-supporting steel strain poles, and furnish and install two(2) new five-head signals for northbound and southbound left-turn capability from Central Avenue onto South Main Street. The contractor will design and install footings as required. Contractor will transfer existing traffic signal assembly for entire intersection to new steel poles.

#### **GENERAL INFORMATION**

The following equipment and materials were installed on a previous state project and are not required for this job. Eight phase controller, traffic detection loops, traffic signal heads and pedestrian signal indications. The traffic signals and pedestrian signal indications are wired into pull boxes near existing wood poles, then into the new controller. Contractor will be required to furnish and install four (4) steel strain poles, footings with anchor bolts, strain wire, conduits required for feed into/out of pull boxes (from new steel poles), two (2) new five (5) head signals to match existing and located as shown on drawing. All connections are to be made to this equipment, by the contractor, at the completion of this project.

#### **REQUESTED WORK**

Purchase and install all materials needed to complete traffic signal installation at the above intersection:

- 1. Footings for four (4) steel strain poles (2-30' and 2-33'). The contractor and signal support manufacturer shall design the footings as required.
- 2. Steel traffic light strain poles, 2- 30' poles and 2-33' poles
- 3. Traffic signals; Two (2) 5 head, with strain wire attachments
- 4. Approximately 400' of 7 conductor signal cable as needed
- 5. All miscellaneous wire and connectors required to complete connections in the existing traffic controller.

#### Remove:

- 1. Old poles, strain wire, anchors and down guys from the intersection once new installation is complete.
- 2. All waste and debris.

#### **DRAWINGS**

Drawing of intersection with notes is attached. Please contact Sandra Vallejo at (615)384-6770 ext. 113 or <u>svallejo@springfield-tn.org</u> for any questions or to arrange a site visit.

#### SITE VISITS

PROSPECTIVE BIDDERS ARE <u>REQUIRED</u> TO SCHEDULE A VISIT OF THE SITE TO BECOME FAMILIAR WITH THE WORK TO BE PERFORMED. Worksite is available for inspection during regular working hours Monday-Friday 7:30 a.m. – 4:30 p.m. CST. Please contact Sandra Vallejo at (615)384-6770 ext. 113 or svallejo@springfield-tn.org to arrange a site visit.

#### IV. WARRANTY

BIDDER will provide no less than a ONE (1) year all-inclusive warranty on labor & workmanship for all work performed under this contract.

#### V. CONSTRUCTION CONTRACT

THIS AGREEMENT made and entered into on this \_\_\_\_\_day of \_\_\_\_\_\_, 2020. by the CITY OF SPRINGFIELD, TENNESSEE, as administered by the Department of Electricity (hereinafter called DEPARTMENT) and \_\_\_\_\_\_, an independent CONTRACTOR (hereinafter called CONTRACTOR).

That for and in consideration of the mutual agreements and covenants herein contained, the parties agree and bind themselves as set out below:

1. CONTRACTOR agrees to furnish all supervision, labor, tools, transportation, equipment and materials for the sole purpose of FURNISHING AND INSTALLATION OF FOUR (4) STEEL STRAIN POLES, FOOTINGS, TWO (2) NEW FIVE-HEAD TRAFFIC SIGNALS AND ASSOCIATED MATERIAL AND TRANSFER EXISTING TRAFFIC SIGNAL ASSEMBLY per the contract scope.

2. CONTRACTOR agrees to perform all work in accordance with all federal, municipal, county, state, and other local laws, ordinances, and regulations applicable to said work. All work shall be performed in accordance with such of the following as may be applicable:

A. All construction work shall be done in accordance with DEPARTMENT directives and in conformity with all local codes and permissions obtained.

B. Materials and methods to be used for all construction work shall

be mutually determined by the parties hereto.

3. CONTRACTOR agrees that its personnel and equipment shall at all times present a neat appearance, and all work shall be done, and all compliants handled by CONTRACTOR with due regard for DEPARTMENT'S public relations. CONTRACTOR'S personnel shall be expected to conduct themselves in a professional and courteous manner.

4. CONTRACTOR shall be responsible for any property damage caused by its workers or subcontractors during the term of this contract.

5. CONTRACTOR shall indemnify and hold harmless DEPARTMENT, its agents and employees, from and against all claims, damage, losses and expenses, including attorney's fees, arising out of or resulting from CONTRACTOR'S performance of the work required herein.

6. CONTRACTOR shall install and maintain the necessary guards and protective equipment at locations where work is being performed to prevent accidents to the public or damage to the property and personnel of DEPARTMENT or the general public.

7. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and will provide protection for any claim which may arise out of or result from CONTRACTOR'S performance of the work and the furnishing of materials and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR or by anyone for whose acts CONTRACTOR may be liable including but not limited to the following:

- A. Claims under workers' or workman's compensation, disability, benefits and other similar employee benefit acts;
  - B. Claims for damage because of bodily injury, occupational sickness, or disease, or death of CONTRACTOR'S employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;
- D. Claims for damages insured by personal injury liability coverage which are substained (a) by any person as a result of any offense directly or indirectly related to the employment of such person by CONTRACTOR or (b) by any other person for any other reason;
- E. Claims for damages, other than to the work itself, because of the injury to or destruction of tangible property wherever located, including loss of use resulting therfore.
- F. Claims arising out of operation of Laws or Regulations for damages

because of bodily injury or death of any person or for damage to property; and

G. Claims or damages because of bodily injury or death of any person or

property damage arising out of the ownership, maintenance or use of any motor vehicle.

CONTRACTOR'S general liability insurance shall also include coverage for the indemnification obligation to DEPARTMENT assumed under Section 6 hereof.

The insurance required hereby shall include the specific coverage and be written for not less than following stated limits of liability and coverage or limits of liability and coverage required by law, whichever is greater:

#### **Comprehensive General Liability**

- Bodily Injury (including completed operations and products liability) and Property Damage.
   Combined single limit of each occurance and aggregate (\$1,000,000).
- Property damage liability (\$100,000 per occurance).
- Personal injury, with employment exclusion deleted: combined single limited

of <u>\$350,000</u> each occurance and aggregate.

#### Comprehensive Automobile Liability

Combined single limit of \$500,000 each occurance.

#### Worker's Compensation and Employer's Liability

Statuatory Limits.

All such insurance shall remain in effect at all times during the term of this Agreement and when

CONTRACTOR may be performing the work.

8. This agreement shall be binding upon the parties hereto and their heirs, successors,

executors, administrators, and assigns. CONTRACTOR shall not assign any of its rights or duties

under this agreement, or subcontract the whole or any part of the work performed hereunder,

without first having obtained the written consent of DEPARTMENT authorizing such assignment or subcontract.

9. This agreement is not intended to constitute a compensation or unemployment compensation law, any old age benefit law, or any similar law, and it shall not be so construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the Federal and/or State Government which are measured by remuneration paid to CONTRACTOR'S employees.

10. CONTRACTOR shall complete all work under this contract within one hunderd and eighty (180) calendar days from the date of this contract.

11. Should CONTRACTOR fail to carry out work or to comply with any of the provisions of this agreement, DEPARTMENT may terminate this agreement upon 24-hours' written notice to CONTRACTOR.

Name of Contractor

City of Springfield

Authorized Signature

City Recorder

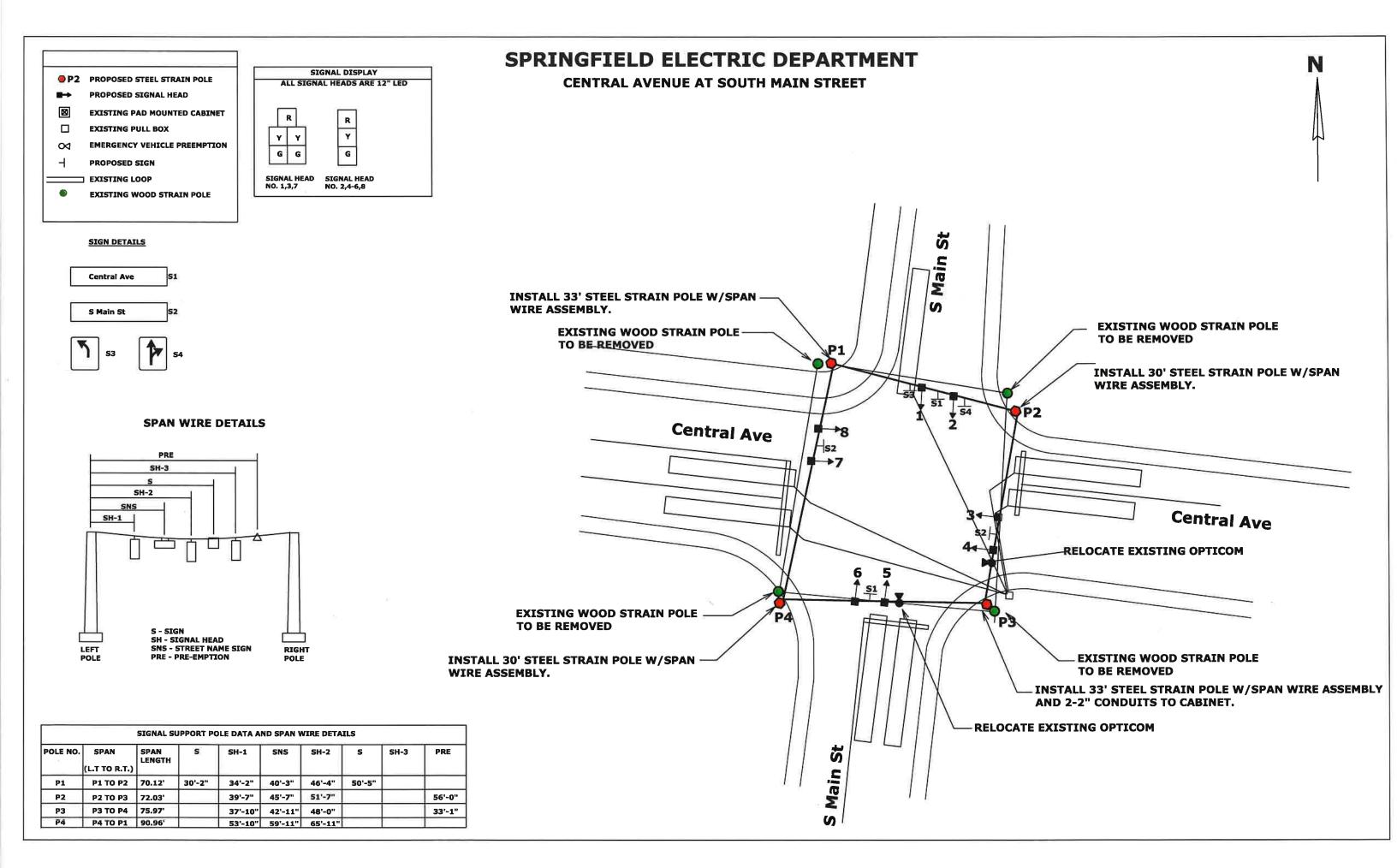
Title

Address

Address

Phone Number

The City of Springfield reserves the right to reject any and all bids.



# IRAN DIVESTMENT ACT NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of "Entities determined to be non-responsive bidders/offerers pursuant to the New York State Iran Divestment Act of 2012."

While inclusion on this list would make 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.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at <u>CPO.Website@tn.gov</u>.

- 1. Ak Makina, Ltd.
- 2. Amona
- 3. Bank Markazi Iran (Central Bank of Iran)
- 4. Bank Mellat
- 5. Bank Melli Iran
- 6. Bank Saderat Iran
- 7. Bank Sepah
- 8. Bank Tejarat
- 9. China Precision Machinery Import- Export Corporation (CPMIEC)
- 10. ChinaOil (China National United Oil Corporation)
- 11. China National Offshore Oil Corporation (CNOOC)
- 12. China National Petroleum Corporation (CNPC)
- 13. Indian Oil Corporation
- 14. Kingdream PLC
- 15. Naftiran Intertrade Co. (NICO)
- 16. National Iranian Tanker Co. (NITC)
- 17. Oil and Natural Gas Corporation (ONGC)
- 18. Oil India, Ltd.
- 19. Persia International Bank
- 20. Petroleos de Venezuela (PDVSA Petróleo, SA)
- 21. PetroChina Co., Ltd.
- 22. Petronet LNG, Ltd.
- 23. Sameh Afzar Tajak Co. (SATCO)
- 24. Shandong FIN CNC Machine Co., Ltd.

- 25. Sinohydro Co., Ltd.
- 26. Sinopec Corp. (China Petroleum & Chemical Corporation)
- 27. SKS Ventures
- 28. SK Energy Co., Ltd.
- 29. Som Petrol AS
- Unipec (China International United Petroleum & Chemicals Co., Ltd.)
- 31. Zhuhai Zhenrong Co.

## **IRAN DIVESTMENT ACT**

"By the 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 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 <u>a person included within</u> the list created pursuant to § 12-12-106."

Signature:
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Date: \_\_\_\_\_

Title:		