

THE CITY OF MURFREESBORO
INVITATION TO BID
MAINTENACE BUILDING FOR BLOOMFIELD LINKS

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's office, P.O Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, telephone number (615) 849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: January 30, 2017
BID TITLE: Maintenance Building for Bloomfield Golf Links
CITY CONTACT PERSON: Paul Boyer
TELEPHONE NUMBER: (615) 849-2629
E-MAIL ADDRESS: pboyer@murfreesborotn.gov

All bid responses must be received and acknowledged in the City Manager's office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
City Manager's Office
P.O. Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133-1139

Bid envelope must include the bid title, bid opening date, and the bidder's name, and General Contractor's License Number and such other information as required by Section 1.4. Failure to provide this information on the envelope will result in the bid not being rejected. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: Monday, February 27, 2017
BID OPENING TIME: 3:00 p.m., Central Standard Time

1. INSTRUCTIONS AND CONDITIONS

The City is seeking bids for construction of the **Maintenance Building for Bloomfield Golf Links** located at 1207 Walter Hale Court. Sealed bids will be received by the City of Murfreesboro at the office of the City Manager, City Hall, Attn: **Maintenance Building for Bloomfield Golf Links**, until 3:00 p.m. local time on February 27, 2017 at which time the bids will be opened.

1.1. Schedule.

January 30, 2017	Invitation to Bid released and plans available in the Planning Department, 111 West Vine Street, Murfreesboro, Tennessee
February 9, 2017	1:30 p.m. Mandatory Pre-Bid meeting in City Council Chambers, 111 West Vine Street, Murfreesboro, Tennessee. Failure to attend could result in disqualification
February 13, 2017	4:00 p.m. Deadline for written questions from potential bidders.
February 27, 2017	3:00 p.m. Deadline for bids. Bids will be publically opened and recorded at that time in the City Council Chamber, 111 West Vine Street, Murfreesboro, Tennessee

1.2. Deadline and Late Responses.

No bids received after bid opening date and time will be accepted. Bids postmarked on the bid opening date but received at the City Manager's office after the specified time will be considered late. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax or electronic mail.

1.3. Organization of Bid and Completeness.

Please submit an original to the City Manager's office at the address set forth in 1.1 above. All bids must be sealed and the envelope clearly marked with the bidder's name and the words, "**Maintenance Building for Bloomfield Golf Links**", Bid Opening Date February 27, 2017, and General Contractor's License Number and such other information as required by Section 1.4. Failure to provide this information on the envelope will result in the bid not being considered. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid delivered to the City before the bid deadline.

Each bid shall be organized in the same order as Section 3 of this Invitation to Bid. Any negative responses to these questions or failure to respond to these questions will permit the City to refuse to consider the bid.

Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, white-outs, typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

1.4. Tennessee Code Annotated §62-6-119, Contractor's Licensing Act

Pursuant to Tennessee Code Annotated Title 62, Chapter 6, Part 1, if a bid is \$25,000 or above, bidder must be a licensed contractor as required by the Contractor's Licensing

Act of 1976, Public Chapter No. 822 of the General Assembly of the State of Tennessee as amended. In accordance with T.C.A. §62-6-119, Bidder shall place their bid in an envelope showing: (1) the bidder's name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract; (2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract (if applicable) where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000); (3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000); (4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000); (5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and (6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope or provided within the electronic bid document.

Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

1.5. Signature.

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) calendar days from the bid submission deadline.

1.6. Response to Terms and Conditions.

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

1.7. Additional Requirements.

If necessary, the City may request one or more bidders to make an oral presentation to the City.

1.8. Completeness of Invitation to Bid ("ITB").

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.

1.9. Bid Interpretation. Communication with Representatives of the City.

Purchasing Director Paul Boyer is coordinating communications between the City and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (including faxes or e-mails) will be

accepted until 4 p.m., February 13, 2017. All questions regarding the ITB should be addressed to:

Paul Boyer, Purchasing Director
111 West Vine Street
PO Box 1139
Murfreesboro TN 37133-1139
Telephone: (615) 849-2629
Email: pboyer@murfreesborotn.gov

Offerors are encouraged to register with **Vendor Registry** to insure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through Vendor Registry's website at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/murfreesboro-tn-vendor-registration>. Assistance in the registration process can be obtained by contacting Shaun Poore, Purchasing Analyst at (615) 849-2629 or spoore@murfreesborotn.gov.

The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

1.10. Exceptions to Technical Specifications.

If bidding a substitute article or taking exception to the technical specifications, the bidder may, no less than seven (7) days in advance of the bid opening, request a determination from the City whether the substituted item or exception is equal and/or better and of comparable quality to the article or specification. The City will attempt to give the bidder notice of City's determination no later than two (2) working days in advance of the bid opening. **Bidder is not required to seek such pre-bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.**

1.11. Discrepancies, Errors, and Omissions.

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person designated above. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The City will NOT be responsible for any oral instructions, clarifications or other communications, and no such oral communication may be relied on by any bidder.

1.12. Errors.

Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.13. Further Negotiation.

The City reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of the City.

1.14. Economy of Preparation.

ITB should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

1.15. Subcontracting.

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the Bid Documents a description of the subcontracting organization and the contractual arrangements made therewith. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

1.16. Bid Modification.

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason.

1.17. Tax Exempt.

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.18. Pricing Effective for One (1) Year.

The successful bidder shall provide in the bid price the cost for services rendered and the various components of equipment, including all parts, labor, accessories and any other standard equipment, necessary to make these items function as intended. Pricing for each component shall be effective for one (1) year from date of bid award. If, in the bidder's opinion, additional equipment or services are necessary to make the project fully operational, it shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.

1.19. Approval Required.

No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

1.20. Consideration of Bid.

Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;

- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or the ITB;
- h. Utilization of the format set forth in Section 3 for submittal of a bid; and,
- i. Bidder's past performance with the City.

1.21. Terms and Conditions.

The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the City. The City also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.

1.22. Withdrawal of Bid.

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.23. Cost of Response.

The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.

1.24. Contract.

The successful bidder's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.

1.25. Contract Termination.

The City reserves the right to cancel the contract for the work without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor.

The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the ITB specifications or contract.

1.26. Contract Modification.

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.27. Replacement or Repair.

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.

1.28. Expense of Legal Action.

Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

1.29. Governing Laws.

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.30. Severability.

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.31. Indemnification and Hold Harmless.

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in

part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.32. Liquidated Damages.

Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of five hundred dollars (\$500.00) per calendar day.

1.33. Statutory Disqualification.

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

1.34. Contractor's Employment Practices.

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.35. City's Employment Practices.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

1.36. Conflict of Interest.

By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.37. Ethical Standards.

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

1.38. Breach of Ethical Standards.

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.39. Payments.

Payments under the contract shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The final payment shall not be made until after the performance is complete.

1.40. Progress Reports.

Periodic progress reports will be required to be submitted to the City.

1.41. Contract Term.

The term of this contract shall be 60 days from date of notice to proceed.

1.42. Codes & Regulation.

All services and/or equipment must comply with city, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work.

1.43 Compliance With Iran Divestment Act

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 a person included within the list created pursuant to TCA §12-12-106.

The undersigned, having carefully familiarized himself (or themselves) with the existing conditions at the building and with the drawings and specifications prepared by Robert Warren Associates, P.O. Box 10767, Murfreesboro, TN, hereby proposes to furnish all labor, materials, supplies, and equipment for the construction of the in accordance with Drawings and Specifications, including the driveway and parking areas and site, within the time set forth therein for the base bid sum of: _____ Dollars (\$_____)

The bidder acknowledges the Add/Deduct provision for the drilled pier foundation system. Incomplete bids may be rejected, described in the Base Bid, below:

BASE BID

1. **Site work, paving, parking, in accordance with the site plan prepared by Huddleston Steele Engineering; included in the project plans package.**
2. **Construct the drilled concrete pier foundation system, grade beams, and structural slab system as indicated in the project plans package.**
 - a. **Bidders are instructed to assume that all (six) piers will reach refusal at or before reaching 20' feet below the reinforced slab FFE (a total of 240 lineal feet of piers).**
 - i. **Add for pier length in excess of 240 total lineal feet: \$_____ per lineal ft.**
 - ii. **Deduct for total pier length less than 240 total lineal feet: \$_____ per lineal ft.**

The Bidders offers the stipulated scope of work listed above and as indicated in the project plans in accordance with the specifications recorded therein and the stipulations listed below:

STIPULATIONS

In submitting the bids, the undersigned agrees:

1. No bidder will be permitted to withdraw his bid within 90 days after opening of bids.
2. If notified of the acceptance of this bid, to execute a contract for the work and deliver to the Owner the Performance and Payment Bond specified no less than 15 days prior to the stipulated start of work.
3. That the Work included under the contract shall be **Substantially Complete** within **180** consecutive calendar days and **Final Completion** within **30** consecutive calendar days of Substantial Completion.
4. That the Owner reserves the right to reject any or all bids and to waive any informality in bids received.
5. No Contract is given or implied regarding the project until funding is appropriated, the City Council approves the contract and the Owner has offered a written contract to the contractor and both parties have fully executed the contract. No offer has been made to the contractor until the aforementioned items have transpired.
6. Owner will select the "**LOWEST AND BEST**" bid, which means that the Contract may not necessarily be awarded to the lowest bidder.
7. The Owner reserves the right to reject any bid.
8. The Bidder agrees to furnish for the above sum all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the Work in complete accordance with the shown, noted, described and

reasonable intended requirements of the Contract Documents with the definite understanding that no money will be allowed for extra work, except as set forth in the Contract Documents. Additionally, the bidder agrees, for the above sum, to furnish, without additional compensation, complete, fully functional, and workable systems, as described in the Contract Documents, properly coordinated, as required with other portions of the work. **Contractor Generated Change Orders Will Not Be Accepted.**

9. **Attachments to be included with the Bid Form are**

- Contractor's Qualification Form
- Receipt of plans confirmation
- BID FORM
- Project plans (specifications are indicated on the plans)
- The Contract
- Exhibit A - Supplemental Conditions
- Exhibit B – Insurance Requirements
- Exhibit C - Non-Collusion Affidavit
- Exhibit D - Drug Free Workplace Affidavit
- Performance bond
- Payment bond

10. The bidder represents that the Bid Documents have been thoroughly reviewed prior to submitting a bid and that discrepancies, conflicts, errors, and/or omissions within the documents have been brought to the attentions of the Owner, Owner's Agents, Engineer in writing and have been resolved prior to submission of bids. In the event that discrepancies, conflicts, errors, and/or omissions within the documents have not been resolved, the bidder acknowledges that cost allowances have been included in the bid for these items. The Owner, Owner's Agents, and Engineer, with regard to these issues, will not accept contractor generated change orders or requests for additional compensation.

FIRM NAME: _____

STATE OF INCORPORATION: _____

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

COMPANY NAME:

ADDRESS:

TELEPHONE: _____ FAX: _____

EMAIL: _____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(Print / type name as signed above): _____

DATE: _____

REFERENCE LISTING FORM

List a minimum of 3 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 5 years.

1 CUSTOMER NAME: _____
ADDRESS: _____
TELEPHONE: () _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

2 CUSTOMER NAME: _____
ADDRESS: _____
TELEPHONE: () _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

3 CUSTOMER NAME: _____
ADDRESS: _____
TELEPHONE: () _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

My company has been in this type of business for _____ years

State License Number: _____

Expires: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
:
County of _____)

_____, being first duly sworn, deposes and says that;

- (1) The undersigned is the (owner, partner, officer, representative, or agent) of _____
_____, the bidder submitting the attached bid.
- (2) Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
- (3) Such bid is genuine and is not a collusive or sham bid.
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit or cost element of the bid price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract;
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)_____

(Title)_____

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

My commission expires:_____

STATE OF _____

COUNTY OF _____

**BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE**

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. it has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. it operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005, 3006, and 3023 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

Name of Bidder

Printed Name and Title of Principal Officer

Signature by Principal Officer

Sworn to and subscribed before me a Notary Public for the above state and county, on
This _____ day of _____, 20____.

Notary Public

My Commission Expires _____

Iran Divestment Act

“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 a person included within the list created pursuant to §12-12-106.”

Signature: _____ Date: _____

Title: _____

Sealed Response Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the ITB submittal. The label will facilitate the City Manager's Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED QUOTE ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: _____

**City of Murfreesboro
Attn: City Manager's Office
Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130**

License #

License Status:

Expiration Date:

Bond Limits:

Subcontractors:

License Expiration Dates:

Solicitation No: ITB-28-2017

Solicitation Title: Maintenance Building for Bloomfield Golf Links

Solicitation Due Date & Time (CST): February 27, 2017 at 3:00 p.m.

CONSTRUCTION CONTRACT

(For use on projects less than \$250,000)

This Construction Contract is entered into as of _____ (the "Effective Date"), by and between the City of **MURFREESBORO**, a Tennessee municipal corporation (the "City") and _____, a _____ ("Contractor").

A. The project for which Contractor is providing construction services (the "Work") is described as follows (the "Project"):

B. The following constitute the contract documents for the Project (the "Contract Documents"):

- (1) This Contract
- (2) Exhibit A - Supplemental Conditions
- (3) Exhibit B – Insurance Requirements
- (4) Non-Collusion Affidavit
- (5) Drug Free Workplace Affidavit
- (6) Performance bond
- (7) Payment bond
- (8) Specifications as listed in _____.

Agreement

1. **Duties and Responsibilities of Contractor.** In addition to the duties and responsibilities set forth in the above referenced documents, the Contractor will:
 - a. Provide construction services consistent with the Contract Documents.
 - b. Provide post-construction warranty and repair as needed for a period of one year upon completion of the Work. Any required repairs during this warranty period will be further warranted for a period of one year with the exception of warranties provided by manufacturer of equipment, all of which must be transferred to the City upon completion of the Work.
 - c. Provide all supervision, supplies, labor, transportation and equipment reasonably required for the proper execution of the Work and is solely responsible for all construction means, methods, techniques, sequences, and procedures, including properly coordinating all portion of the Work.
 - d. Maintain sole responsibly for the safety of Contractor personnel, all subcontractors and materialmen, and all other persons within the worksite and in the immediate vicinity of the worksite that is effected by any Work. Establishment and execution of a comprehensive personnel safety program appropriate for the type of work involved with the various Work assignments as may be required by the appropriate local, state, and federal agencies such as OSHA and TOSHA.
 - e. Keep the premises of the Work and the surrounding area free from any accumulation of debris or trash and will properly disposal of all surplus or waste materials upon completion of the Work.
 - f. Comply with any additional Contractor duties and responsibilities as specified in the Supplementary Conditions, if attached hereto.

2. **Representations of the Contractor.** In order to induce the City to enter into this Contract, Contractor makes the following representations:
- a. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - b. Contractor has had the opportunity to visit and inspect the work site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
 - c. Contractor is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.
 - d. Contractor has a clear understanding the Work Assignments will involve work with elementary schools and facilities.
 - e. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing the construction activities and delivering the construction services; information and observations obtained or that should have been obtained from site inspections; the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - f. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price (as defined below), within the Contract Times as defined below), and in accordance with the other terms and conditions of the Contract.
 - g. Contractor is aware of the general nature of work that may be performed by the City and/or others at the various Work Assignment sites that relate to the Work as indicated in the Contract Documents.
 - h. Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to Contractor.
 - i. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
3. **Duties and Responsibilities of the City.** In addition to the duties and responsibilities set forth in the above referenced documents, the City will provide suitable surveys, sketches, or drawings of the requirements and/or limits of the various individual Work Assignments; appropriate schedules for the progress of the various Work Assignments; and other information as may be requested and/or appropriate for the Contractor to execute the various Work Assignments.
4. **Term and Progress of the Work.** This Contract is not effective until approved by the City and signed by all required parties.
- a. The Contract time is for a period specified in the documents identified in Section 1(a) of this Contract. No adjustment to this time will be made except by a written Change Order signed by a person duly authorized by the City and no course of conduct, verbal agreement,

singularly or cumulatively, is a valid means of modifying the Contract price and no person may waive this provision.

- b. No work on this Project may begin prior to a Notice to Proceed being issued by the City and Contractor hereby waives any claim for any compensation or reimbursement performed prior to the Notice to Proceed.
- c. The City may perform construction related to the Project with its own forces or award separate contracts in connection with other portions of the Project. Contractor must cooperate and coordinate all Contractor work with all City work.
- d. Additional Progress of Work requirements are as specified in the Supplementary Conditions, if any.

5. **Price.** The maximum price for services rendered pursuant to this Contract is _____ (the "Contract Price"). No increases in the price of this Contract is authorized unless a written Change Order is signed by a person duly authorized by the City and no course of conduct, verbal agreement, singularly or cumulatively, is a valid means of modifying the Contract Price and no person may waive this provision.

***NOTE:** This Contract is void if the Contract Price above is greater than \$250,000 unless specific express authorization signed by the City Manager is attached hereto.*

6. **Payment.**

- a. Payment will be made by the City based on Work progress after services have been received, accepted, and properly invoiced. Once Contractor has submitted a monthly invoice, the City will issue payment within 30 days from submittal. The final payment will be made only after Contractor has completely performed its duties under this Contract and the work has been approved and accepted by the City.
- b. If Contractor fails to carry out the Work in accordance with the Contract Documents or within a reasonable time after receipt of written notice from the City or to correct any deficiency of the work with diligence and expedience, the City may correct the default or deficiency and, without prejudice to other remedies in law or at equity, the Contract Price will be reduced equal to the cost of the correction.

7. **Termination for Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within 72 hours after the serving of such notice upon the Contractor such violation or delay ceases and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said 72 hours. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

8. **Suspension of Work.** Any unauthorized work stoppage due to any type of strike by the Contractor's labor force is grounds for immediate termination of this Contract by the City; provided however, in the City's sole discretion, during any period of work stoppage by the Contractor's labor force, the City reserves the right to have any and all Work Assignments performed by City crews or crews from another Contractor or Contractors and to deduct from the Contract Price all costs associated with such performance.

9. **Termination for Convenience.** The City may terminate this Contract at any time after 30 days' written notice to Contractor. In that event, the Contractor is entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
11. **Maintenance of Records.** Contractor must maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, will be maintained for a period of three full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives.
12. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Power Board may be required. Minor modifications to the Contract may be executed by signature of the City Manager.
13. **Priority of Documents.** In the event of conflicting provisions, all documents are to be construed according to the following priority: (i) any properly executed amendment or change order to this contract (most recent with first priority); then (ii) this Contract and exhibits thereto; then (iii) the provisions of the required Payment and Performance Bond provisions; then (iv) the specifications referenced herein; and lastly (v) any other documents referenced herein.
14. **No Partnership or Joint Venture.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party is liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this Contract, including modification of the Contract Price, affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, the Contractor certifies and warrants it will comply with this policy.
17. **Indemnification.** Contractor indemnifies and hold harmless the City, its officers, agents, and employees from (i) any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract, and (ii) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws. Contractor must pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
18. **Insurance and Bonds.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee. Contractor must name the City and the City of Murfreesboro as an

additional insured on all liability insurance policies and provide the City a copy of the endorsement. Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

- a. Insurance requirements are specified in Exhibit B, attached hereto.
 - b. Contractor must furnish a Performance Bond and a Payment Bond, each in the amount of 100% of Contractor's entire obligation under the Contract, as security for faithful payment.
19. **Attorney Fees.** Contractor agrees that, should either party deem it necessary to take legal action to enforce any provision of the Contract and the City prevails to any extent, Contractor must pay all expenses of such action including the City's attorney fees and costs incurred at all stages of the litigation or dispute resolution.
20. **Assignment—Consent Required.** The provisions of this Contract inure to the benefit of and is binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer will not release Contractor from its obligations hereunder.
21. **Entire Contract.** This Contract and all documents listed above set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties and supersede any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Contract. No supplement, modification or amendment to this Contract is binding unless evidenced in writing and signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract constitute, or may be deemed to constitute, a waiver of any other provision, whether or not similar, nor does any waiver constitute a continuing waiver. No waiver is binding unless executed in writing by the party making the waiver.
22. **Force Majeure.** In the event of any occurrence of an event of *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes that could not have been prevented by and which are not attributed to fault or negligence of Contractor, (i) the City may choose to cancel this Contract, pay only for work performed by Contractor, and have no further liability whatsoever under the Contract, or (ii) at the City option, Contractor will be granted an equitable extension of the period of performance.
23. **Governing Law.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof is governed by the laws of the State of Tennessee. Tennessee law governs regardless of any language in any attachment or other document that the Contractor may provide.
24. **Venue.** Any action between the parties arising from this Contract must be maintained in the courts for Rutherford County, Tennessee.
25. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Contract.
26. **Notices.** Notices to the City, including but not limited to notice of assignment of any rights to money due to Contractor under this Contract, must be mailed or hand delivered to the address below. Any notice to Contractor from the City relative to any part of the Contract will be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said

Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the Work.

CITY OF MURFREESBORO

By: _____
Its: _____

By: Shane McFarland
Its: Mayor

Approved as to form:

Craig D. Tindall, City Attorney

Address for notice to Contractor:

Address for notice to the City:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Exhibit A
Supplementary Conditions

Each party acknowledges that no Supplementary Conditions are necessary for this project by initialing below:

City: _____

Contractor: _____

Exhibit B Insurance Requirements

Contractor must, as a material obligation to the City and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Contract requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance ("CGL").

- a) The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- b) The CGL insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- c) Each CGL policy must be endorsed or written to:
 - i) Include the per project aggregate endorsement;
 - ii) Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - iii) Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - iv) Includes a severability of interest clause; and
 - v) Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance.

- a) Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- b) This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.

- c) This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage.

- a) The products and completed operations liability coverage required by this Contract must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Contract (the "Completed Operations Term").
- b) If at any time during the Completed Operations Term, Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- c) Contractor will furnish certificates of insurance and other evidence that the City may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- d) All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements.

- a) Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - i) Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$1,000,000 per occurrence, and \$1,000,000 as the annual aggregate limit; and
 - ii) Timely furnish to the City proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - iii) The Lower Tier Entities' general liability policy must also be endorsed to provide primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.
 - iv) The City has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

- a) Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- b) Provide that attorney's fees are outside of the policy's limits and be unlimited;
- c) Include the Project per aggregate endorsement;
- d) Waive all rights of subrogation against the City;

- e) Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the City; and
- f) Be otherwise satisfactory to the City. The City agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the City is satisfied the insurance is not commercially available to the insured. In such event, the City has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the City be a loss-payee under the policy.

7. Certificates and Endorsements

- a) Within 10 days after the execution of this Contract, Contractor must provide the City with certificates and endorsements;
- b) Upon City request, Contractor must provide the City with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the City under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the City.
- c) If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. Reduction in Coverage. Contractor must promptly inform the City of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The City has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- a) Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- b) With respect to any equipment, machinery or other goods for which the City or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the City and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- a) Prior to, and as a condition of its right to begin performing any Work on the site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the City certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the City that the required insurance is in place; together with the original of each bond required under

this Contract. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the City to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;

- b) The City is under no obligation or duty to make any such inquiry and the City is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The City's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

- 11. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the City with certified copies of all policies and endorsements obtained in compliance with this Contract.
- 12. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Contract to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the City and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 13. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Contract, the terms of this Exhibit will govern.