

## CITY OF KNOXVILLE

### *INVITATION TO BID*

Project No. 17ZR-GR-0002

Project: 2017 City-Wide Guardrail Replacement Program

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 Wednesday, March 22, 2017 for the 2017 City-Wide Guardrail Replacement Program Project. The work consists of the replacement of damaged guardrail throughout the City 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/purchasing](http://www.knoxvilletn.gov/purchasing). Completed Bid Document Request Forms shall be emailed to [civilengineeringplans@knoxvilletn.gov](mailto: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](http://www.isqft.com).

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 license that includes HRA-E.1 (c) classification.

Bidders are advised that the City intends to award a fixed price agreement to the most responsive, responsible bidder, reserving the right to exercise the option to purchase pay items as specified herein at the same terms and conditions within the term of the agreement. Term of the agreement shall be for one year with two optional one-year renewals. The City intends to make an initial purchase of the pay items in quantities listed on pages BD-6 and BD-6a for initial project work, and the fixed unit prices will be utilized for any future purchases. The City does not guarantee nor does it commit to the purchase of additional pay items. Bidders are further advised that cost of labor is to be included in the bid pricing for all pay items.

**A Pre-Bid Conference will be held at the City of Knoxville, Engineering Department, Room 301, 3131 Morris Avenue at 1:30 p.m. on Wednesday, March 8, 2017.**

**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/purchasing](http://www.knoxvilletn.gov/purchasing).**

## INFORMATION FOR BIDDERS

Bids will be received by the City of Knoxville, Tennessee (Herein called the "Owner") by the Purchasing Agent 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 Wednesday, March 22, 2017, and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the Purchasing Agent 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.

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 license that includes HRA-E.1 (c) 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 by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). **Bid submissions from un-registered bidders may be rejected.**

Bidders are advised that the City intends to award a fixed price agreement to the most responsive, responsible bidder, reserving the right to exercise the option to purchase pay items as specified herein at the same terms and conditions within the term of the agreement. Term of the agreement shall be for one year with two optional one-year renewals. The City intends to make an initial purchase of the pay items in quantities listed on pages BD-6 and BD-6a for initial project work, and the fixed unit prices will be utilized for any future purchases. The City does not guarantee nor does it commit to the purchase of additional pay items. Bidders are further advised that cost of labor is to be included in the bid pricing for all pay items.

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 Agent by the close of the business day on Wednesday, March 15, 2017. Questions can be submitted by letter, fax (865-215-2277), or email to the Purchasing Agent of the City of Knoxville ([bhevans@knoxvilletn.gov](mailto:bhevans@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/purchasing](http://www.knoxvilletn.gov/purchasing). 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.

All bidders must submit with their bid a "Subcontractor/Consultant Statement" form as described in the General Conditions. Any bid not containing such documentation may be rejected.

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 required performance and payment bonds will be released by the City of Knoxville after the initial projects are complete.

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, and the Non-Collusion Affidavit, and the Iran Divestment Act Form, 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.

