



# **CITY OF WHITE HOUSE**

## **REQUEST FOR BID FOR GREENWAY PAVING PHASE I**

September 19, 2017

105 College Street  
White House, Tennessee, 37188

CITY OF WHITE HOUSE  
REQUEST FOR BID  
GREENWAY PAVING PHASE I  
**BID NO: 17-1049PK**

**GENERAL**

It is the intent of these specifications to describe the minimum requirements in sufficient detail to secure bids for the aforementioned.

All Quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be filled. Bid documents that are unsigned will be classed as irresponsible offers and will not receive any consideration.

**State brand or make on each item:** if quoting on other than make, model or brand specified, the manufacturer's name and catalog number must be given, or descriptive cut and complete technical data covering the item attached to the quotation.

5% Bid Bonds and 100% Performance Bonds are **required** on all City contracts.

The CITY OF WHITE HOUSE reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and/or which would be in the best interest of the City and will not necessarily be bound to accept the lowest bid.

**QUESTIONS AND BID SUBMITTAL**

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to the Purchasing Coordinator via email only so an addendum or clarification can be distributed to all bidders if needed.

Bids shall be submitted to the City Purchasing Office, White House City Hall, 105 College Street, **by 2:00 pm CST on October 4, 2017** in a sealed envelope labeled **Bid No. 17-1049PK** and including quotation due date. Sealed bids may be hand delivered or delivered by postal carrier or other delivery service. The envelope containing the bid must be clearly identified with **bidder's name, license number, classification and limit** as well as the following:

**Sealed Bid for Greenway Paving Phase I**  
**Bid No. 17-1049PK**  
**Attention: Derek Watson**  
**Purchasing Agent**  
**City of White House, Tennessee**

All bids must be received in the City Purchasing Office on or before the date and hour designated due date. Any bids received after this time will not be considered and will be rejected. **BIDS MAY NOT BE DELIVERED TO ANY OFFICE ACCEPT PURCHASING OR ADMINISTRATION.**

In comparing the bids and proposals and making awards, the City may consider such factors as quality and adaptability of services, the bidder's record of experience and integrity and performance assurance in addition to that of the bid price. The City reserves that right to cancel this order, or any part thereof without penalty.

The successful vendor agrees that he/she shall and does comply with all Tennessee local, state and/or federal laws, statutes, rules and regulations including but not limited to the Rehabilitation Act of 1973 and the Americans with Disabilities Act. In the event that any claim should arise with regard to this contract for a violation of any such local, state and/or federal law, statute, rule or regulation, the provider will indemnify and hold the City of White House harmless for any damages, including court cost or attorney fees which might be incurred.

The City of White House reserves the right to reject any or all bid proposals and to waive all informalities. A Certificate of Insurance containing all coverage currently held for General Liability, Worker's Compensation, and Personal and Automobile Liability shall be included with the bid. A conditional or unqualified bid will not be considered. Contract award will be made to the lowest responsible and responsive bidder considering all of the bid items in the Bid Schedule and the level of qualifications of the bidder. **Contractor shall hold Bid Price for sixty (90) days.**

Any contract will be interpreted under the laws and statutes of the State of Tennessee.

#### **NONDISCRIMINATION POLICY**

It is the policy of the City of White House not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to access to, or operation of its programs, services, and activities. In addition, the City of White House does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d). With regard to all aspects of this contract, the contractor certifies and warrants it will comply with this policy.

#### **PAYMENTS**

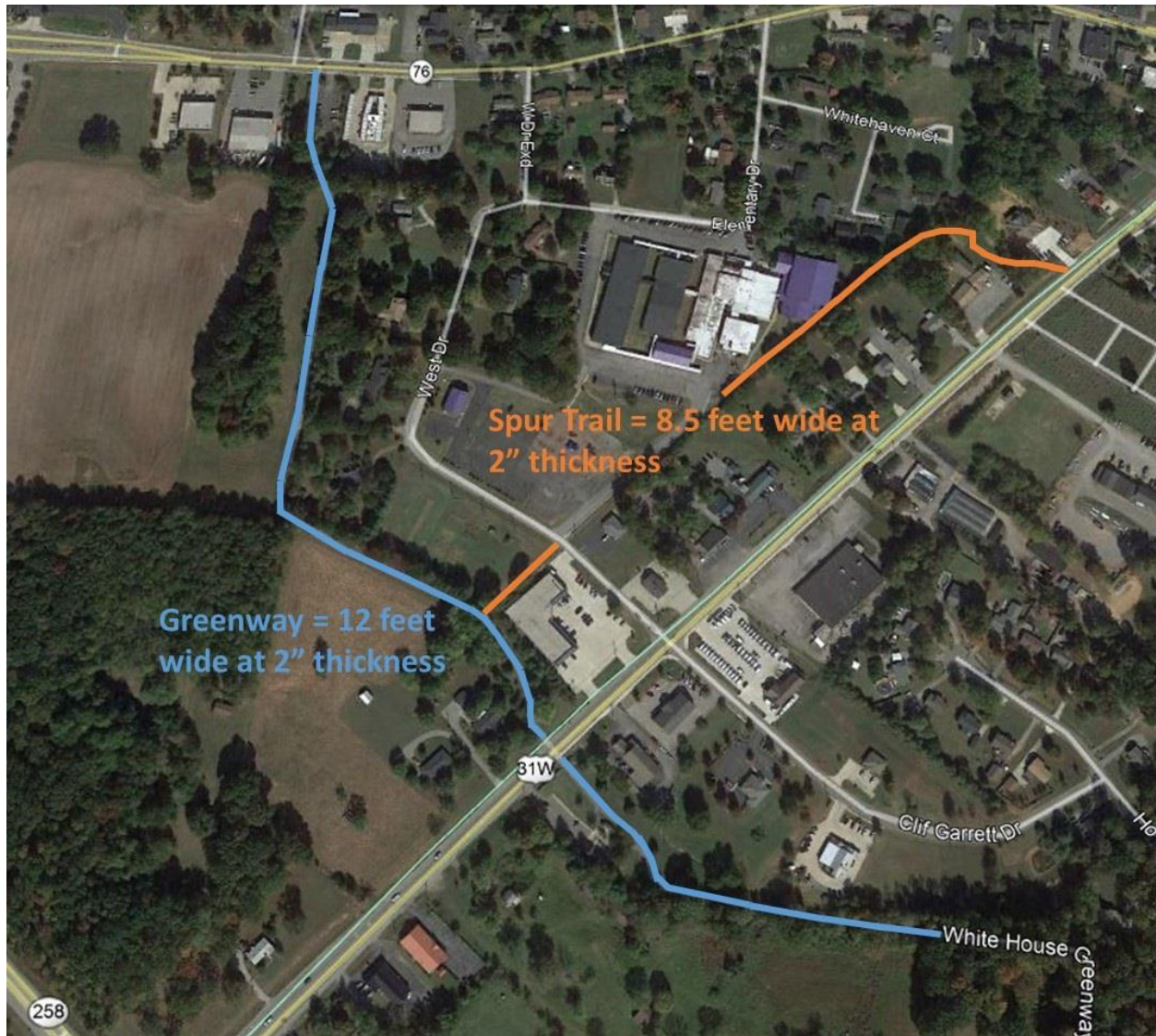
Vendor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite the purchase order number, bid number, project description, unit and total price, discount terms and include the vendor's name and return remittance address.

Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the items, including all paper work and (b) receipt of a properly completed invoice. The City of White House is exempt from Tennessee State Sales Tax. An exemption certificate will be furnished at the request of the successful vendor.

#### **GENERAL REQUIREMENTS**

The bid must include cleaning, cutting out damaged areas, and milling off high and rough spots to prepare for paving. Major areas can be specified (if needed) by contacting the Parks and Recreation Department at [kwhittaker@cityofwhitehouse.com](mailto:kwhittaker@cityofwhitehouse.com). The bid also includes paving for approximately 1,900 ft. by 12 ft. wide from Sonic to 31-W. Paving continues across from 31W

approximately 1,600 ft. by 12 ft. wide from 31-W to the yellow sign past the bridge on the greenway. Paving for 1,350 ft. by 8.5 ft. on the spur trail.



### **CONSTRUCTION SCHEDULE**

The Contractor shall begin work within 14 days of being assigned a project and shall complete said project within 150 days of the start date. Failure to complete an assigned project within the time allotted shall result in forfeiture of 2% of the project cost per day past the completion date. If the City determines that a project will require greater than 30 days to complete, the City and the Contractor shall negotiate a completion date prior to starting the project.

### **PROSECUTION OF WORK**

The Contractor shall continually and diligently execute the work in such order and manner, and with an ample force of men and equipment that will accomplish the work in a safe and workmanlike manner.

## **SAFETY AND PROTECTION**

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All persons on the Site or who may be affected by the Work;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

All damage, injury, or loss to any property referred to in this subsection caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

The Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and the City has issued a notice to the Contractor in accordance with this Contract that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The Contractor will be required to maintain in a passable and safe condition such temporary roadways and structures as may be necessary for the accommodation of traffic on or diverted from the roadway where construction is in progress and shall provide in safe condition approaches to the temporary structures and crossings of intersection highways. All footings, gutters, storm water inlets and portions of highways adjoining the road where construction is in progress shall not be obstructed any more or any longer than is necessary. All ditches or other obstructions shall be guarded by barricades and lanterns. MUTCD standards shall apply. Traffic coordination and safe work zone costs shall not be paid for separately.

## **MOBILIZATION**

Mobilization costs shall not be paid for separately.

## **CHARACTER OF WORKERS AND EQUIPMENT**

The Contractor shall comply with all federal, state and local laws, regulations and ordinances governing the employment of labor and the payment of wages thereto for work performed under this Contract. In general, the Contractor shall give preference to qualified local residents, but in no case shall he employ any person whose age or physical condition is such as to make his employment dangerous to the health or safety of him or of others employed on the work.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. On any special or skilled work or in any trade, only qualified careful and efficient skilled laborer shall be used.

The Contractor shall furnish such equipment as is considered necessary for the execution of the work in an acceptable manner and at a satisfactory rate of progress.

### **CLEANING UP**

Throughout the progress of the work, the Contractor shall keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and shall keep his materials and equipment in a neat and orderly manner. Immediately upon completion of any section of work and before payment therefore has been made he shall remove from the site all construction equipment, temporary structures, and debris and shall restore the site to a neat, workmanlike condition. Waste material shall be disposed of at locations satisfactory to the City and at the Contractors expense.

Accumulations of mud or debris, which are tracked on to streets or areas adjacent to the work site by construction equipment of the Contractor or any Subcontractor or Supplier, must be removed promptly and not allowed to create a hazard or an unsightly condition.

Where the Contractor has performed work on, or has made use of, private property for storage of materials or for other purposes, he shall obtain a satisfactory release from the owner of said property after completion of the work and the removal of all materials and equipment therefrom.

After completion of all work contemplated under the Contract and before final payment thereon has been made, the Contractor shall make a final cleanup of the site of each separate part of the work; shall restore all surfaces to a neat and orderly condition; and shall remove all construction equipment, tools, and supplies therefrom.

The construction site(s) shall be monitored by the City Codes Enforcer to insure Contractor's complies with all applicable City ordinances, resolutions, codes and/or the provision of this contract.

**BID FORMS ON  
FOLLOWING PAGE**

# CITY OF WHITE HOUSE

## REQUEST FOR BIDS

### GREENWAY PAVING PHASE I

### PURCHASING DEPARTMENT

105 COLLEGE STREET

WHITE HOUSE, TN 37188

PHONE: 615-672-4350 Extension 2130 FAX: 615-672-2939

**BID NO. 17 – 1049PK**

DATE: September 19, 2017

**BIDS WILL BE RECEIVED UNTIL  
2:00 PM ON  
OCTOBER 4, 2017.**

#### TO BIDDER:

PLEASE BID YOUR LOWEST PRICE, BEST DELIVERY DATE, CASH DISCOUNT TERMS, AND F.O.B. POINT FOR THE FOLLOWING. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. UNLESS OTHERWISE STATED, ALL QUOTATIONS ARE CONSIDERED TO BE FIRM QUOTATIONS FOR A PERIOD OF 30 DAYS FROM DATE OF QUOTATION DUE DATE. PLEASE QUOTE ON THIS FORM AND RETURN IT MARKED "NO QUOTE" IF YOU CANNOT QUOTE IN ORDER TO REMAIN ON THE CITY'S VENDOR LIST.

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

LUMP SUM TOTAL: \_\_\_\_\_

DELIVERY TIME/PROJECT DATE IF APPLICABLE: \_\_\_\_\_

**CITY OF WHITE HOUSE  
NONDISCRIMINATION POLICY**

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\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
REPRESENTATIVE

\_\_\_\_\_  
TITLE



**CITY OF WHITE HOUSE  
105 COLLEGE STREET  
WHITE HOUSE, TN 37188  
615.672.4350  
615.672.2939 FAX**

STATE OF TENNESSEE/CITY OF WHITE HOUSE  
COUNTY OF SUMNER/ROBERTSON

**DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER**

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for;

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

2. That the bidding entity has submitted a bid to the City of White House for;

\_\_\_\_\_  
Bid Number

\_\_\_\_\_  
Project

3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with 50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

\_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

**CITY OF WHITE HOUSE  
105 COLLEGE STREET  
WHITE HOUSE, TN 37188  
615.672.4350  
615.672.2939 FAX  
[www.cityofwhitehouse.com](http://www.cityofwhitehouse.com)**

## **DRUG AND ALCOHOL TESTING PROGRAM**

Bidders must have a testing program for employees in place that is at least as stringent as the drug and alcohol-testing program of the City of White House. Bidders must provide a copy of their drug and alcohol-testing program at the time the bid is made.

**STATE OF TENNESSEE**  
**IRAN DIVESTMENT ACT AGREEMENT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

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.

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 [CPO.Website@tn.gov](mailto:CPO.Website@tn.gov).

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COMPANY NAME

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DATE

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REPRESENTATIVE

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TITLE