REQUEST FOR PROPOSALS

Newport Utilities
170 Cope Boulevard
Newport, TN 37821

PROPOSALS for the construction of the project BASIN J HWY- 321SEWER REHABILITATION will be received by Newport Utilities at the offices of DUKE'S until Wednesday 2:00 PM EST, December 2, 2026.

The work consists of mainline repairs on the gravity sewer collection system at Cocke County, Tennessee. The work includes the following approximate major items:

- Pipe Burst ~4,000 Linear Feet of 8-inch Sewer Main.
- Excavate and replace ~260 LF via Open Cut of 8-inch Sewer Main
- Excavate and replace ~36 Service Connection.
- Installation of 17 new manholes.
- 70 vertical Feet of Cementitious Liner.
- Miscellaneous construction activities include excavation and backfill, asphalt pavement removal and replacement, site restoration, flow control and bypass pumping, traffic control, curb and sidewalk restoration etc.

Copies of the CONTRACT DOCUMENTS, consisting of Request for Proposals, Information for Bidders, Proposal, Bid Schedule, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Standard General Conditions, Special Provisions, Specifications, Drawings, and Addenda (if issued) may be obtained at the office of the Engineer:

DUKE'S
126 Commerce Court (*shipping address*)
P.O. Box 1537 (*mailing address*)
Pittsboro, NC 27312
Attn: David Johnston, PE,
Subject: NEWPORT BASIN J HWY-321 SEWER REHABILITATION

Electronic copies of the CONTRACT DOCUMENTS may also be obtained from the Engineer through email to Kilian Nicholls (KNicholls@dukes.com) with subject line NEWPORT BASIN J HWY-321 SEWER REHABILITATION along with the company information.

There will be no pre-bid or proposal/bid meeting. Prospective bidders are encouraged to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. Bidders shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing via email to KNicholls@dukes.com before or on November 23, 2026.

The contract completion deadline is firm and must be met to allow the Newport utilities to fulfill its obligations to other agencies. Liquidated damages will be assessed for delays in accordance with the solicitation and contract terms. Bidders should take this requirement into account when preparing their bids and proposed schedules.

INFORMATION FOR BIDDERS

PROPOSALS for the construction of the project BASIN J HWY- 321SEWER REHABILITATION will be received by Newport Utilities at the offices of DUKE'S until Wednesday 2:00 PM EST, December 2, 2026.

PROPOSALS should be delivered via email to the office of the Engineer at the following email address KNicholls@dukes.com with subject line NEWPORT BASIN J HWY 321 SEWER REHABILITATION. Dukes will provide confirmation that the bid proposal was received with the deadline.

The contract completion deadline is firm and must be met to allow the Agency to fulfill its obligations. Liquidated damages will be assessed for delays in accordance with the solicitation and contract terms. Bidders should take this requirement into account when preparing their bids and proposed schedules.

All PROPOSALS must be made on the required form. All blank spaces for PROPOSAL prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. Only one copy of the PROPOSAL FORM is required.

Each BIDDER **shall submit three (3) specific references** of work similar in scope and nature to this project. The information provided shall include a brief description of the work and quantity of work performed as well as the name, title, address and telephone number of the individual who was representative of the client and in responsible charge of each project. Each bidder shall also include a list of all subcontractors to be used on the project and the specific task they will perform.

Each BIDDER must provide and maintain a drug free workplace, including certification, in accordance with the Federal Drug Free Workplace Act of 1988 (40 CFR Part 32).

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for the opening of PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No BIDDER may withdraw a PROPOSAL within 30 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 BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the PROPOSAL Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After PROPOSALS 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.

Information and data shown or indicated in the Contract Documents with respect to underground utilities at or contiguous to the project site is based upon information provided by the owners of such utilities or others, and the OWNER and ENGINEER do not assume responsibility for the accuracy and completeness thereof.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment are to be obtained and paid for by the CONTRACTOR.

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. All questions about the meaning or intent of the CONTRACT DOCUMENTS are to be directed to the ENGINEER. Interpretations or clarifications considered necessary by the ENGINEER shall be issued by Addenda to be **e-mailed** to all plan holders. Questions received after the deadline for questions may not be

answered. Only questions answered by written formal Addenda will be binding. Oral or other interpretations or clarifications shall be without legal effect.

A Performance BOND and Payment BOND, each in the amount of 100 percent 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 Payment BONDS and Performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance BOND and Payment BOND within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms.

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 within 5 days of the PROPOSAL Opening. The OWNER reserves the right to reject any PROPOSAL 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.

A conditional or qualified PROPOSAL will not be accepted.

Award may be made to the lowest responsive, responsible BIDDER.

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.

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 PROPOSAL.

The low BIDDER must supply the names and addresses of major material suppliers and subcontractors when requested to do so by the OWNER.

The ENGINEERS are: **DUKE'S**
126 Commerce Court
P.O. Box 1537
Pittsboro, North Carolina 27312
Phone (919) 542-5002
Fax (919) 542-6835

The PROJECT MANAGER is: **Kilian Nicholls, P.E.**

REQUEST FOR SEALED BID PROPOSALS

Newport Utilities is accepting proposals/bids for BASIN J HWY- 321 SEWER REHABILITATION. Prospective bidders are are encouraged to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. You may access the RFP at www.newportutilities.com.

Newport Utilities is an EEO entity and as such requires the following: **If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. This subcontract may also be subject to Executive Order 13496 and implementing regulations at 29 CFR Part 471, Appendix A to Subpart A.**

Questions concerning this proposal should be directed to John Johnson, Warehouse Supervisor 423-625-2817.