

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1.01 SECURING DOCUMENTS

Bidders may obtain sets of Bidding Documents from Engineer:

Hethcoat & Davis, Inc.  
278 Franklin Road, Suite 200  
Brentwood, TN 37027  
(615) 577-4300  
(615) 577-4303 Fax

A non-refundable deposit of \$50.00 is required for the Contract Documents. Contract documents (plans and specifications) will only be released electronically in PDF format on CD. No hard copies will be provided. Bidder will be responsible for printing the documents specifically required for bid submittal, as well as printing of the plans and specifications as needed for bidder's use.

**Failure to pay the plan deposit and obtaining Contract Documents from locations other than Hethcoat & Davis, Inc. will result in Bidder not being considered and Bid will not be accepted.**

#### 1.02 BID FORM

- A. In order to receive consideration, make all bids in strict accordance with the following:
1. Make bid upon the forms provided therefor, properly executed and with all items filled out.
  2. Do not change the wording of the Bid Form, and do not alter the Bid Form.
  3. Unauthorized conditions, limitation, or provisions attached to the proposal shall be cause for rejection of the proposal.
  4. Telegraphic bid or telegraphic modification of bid will not be considered.
  5. Bids received after time specified for receiving them will not be considered.
  6. Late bids will be returned to the sender unopened.
  7. Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the Advertisement for Bids on or before the day and hour set for receiving bids.

8. Each bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and address, bidder's license number, classification of license, and the license expiration date.
9. It is the sole responsibility of bidder to see that his bid is received on time.
10. Bids received from Bidders who have obtained Contract Documents without payment of the Plan Deposit to Hethcoat & Davis, Inc. will not be considered.

Bidders are cautioned that, in order to be considered responsive, a complete bid for the project including unit prices and the specified allowances must be submitted. A bid for less or with exceptions or clarifications will not be considered responsive.

### **1.03 SALES TAX EXEMPTION**

- A. According to Alabama Department of Revenue (ADOR), Act 2013-205, there is a sales tax exemption for government entities.
- B. The sales tax exemption applies to materials purchased for this project. **The base bid should not include sales tax.** The amount of sales tax estimated is to be placed on form ABC C-3 attached to the bid form.

### **1.04 BONDS**

- A. **BID BONDS**
  1. All proposals must be accompanied by either a cashier's check drawn on an Alabama bank or a Bid Bond executed by a surety company, duly authorized and qualified to make such bonds in the state of Alabama, in an amount not less than five percent (5%) of the proposed capital cost submitted.
  2. All Bid Bonds shall be in the form referenced in the Project manual.
  3. The successful Bidder's bond will be retained until he has signed the Contract and furnished the required labor and material payment and Performance Bond.
  4. The Owner reserves the right to retain the bond of the next lowest Bidder until the lowest Bidder enters into contract or until 60 days after Bid Opening, whichever is shorter.
  5. All other Bid Bonds will be returned as soon as practical.
  6. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Bond as liquidated damages but not as a penalty.
- B. **OTHER BONDS**
  1. Prior to signing the Contract, the Owner will require the selected Contractor to secure and post a Labor and Materials Payment Bond and

- a Performance Bond, each in the amount of 100% of the Contract Sum, and each on forms referenced in the Project Manual.
2. All such bonds shall be issued by Surety acceptable to the Owner. Include the costs of all such bonds in the proposed Contract Sum.

#### **1.05 ALABAMA IMMIGRATION LAW COMPLIANCE**

Pursuant to Alabama Act 2012-491, the awarded Contractor shall provide a copy of the *E-Verify Memorandum of Understanding* to the Colbert County Water Department as proof of their enrollment and participation in the *E-Verify* requirements. Documentation shall be provided prior to any work being done by the Contractor. Said documentation shall also be provided by any proposed subcontractors prior to beginning work

#### **1.06 PRIOR TO BID**

- A. EXAMINATION OF PROJECT MANUAL
  1. Before submitting a Bid, each Bidder shall carefully examine the Project Manual and all other proposed Contract Documents, and visit the site of the work.
  2. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his Bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Contract Documents.
  3. Allowance will not be made to any Bidder because of lack of such examination or knowledge.
  4. The submission of a Bid will be construed as conclusive evidence that the Bidder has made such examination.
- B. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING
  1. If any person contemplating submitting a Bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may submit to the Engineer a written request via facsimile for interpretation thereof not later than three days before Bids are specified to be received.
    - a) The person submitting the request shall be responsible for its prompt delivery.
    - b) Interpretation or correction of proposed Contract Documents will be made only by Addendum, and will be mailed or delivered to each bidder of record.
    - c) The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

## **1.07 BIDS**

### **A. WITHDRAWAL OF BIDS**

1. Any Bidder may withdraw his Bid, either personally or by written request, received by the Engineer at any time prior to scheduled time for receiving bids.
2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof.
3. Each Bid shall be subject to acceptance by the Owner during this period.

### **B. AWARD OR REJECTION OF BIDS**

1. The Owner reserves the right to reject all bids and to waive informalities and irregularities in the Bids.

## **1.08 EXECUTION OF AGREEMENT**

- A. The form of Agreement which the successful Bidder, as Contractor, will be required to execute is referenced in the Project Manual. It is the Standard Form of Agreement between Owner and Contractor on the Basis of a Stipulated Price, as prepared by the EJCDC.
- B. The Bidder to whom the contract is awarded by the Owner shall, within 15 days after notice of award and receipt of Agreement forms from the Owner and Contractor, sign and deliver to the Owner all required copies of the contract.
- C. The Bidder to whom the contract is awarded by the Owner shall receive 2 sets of Construction Documents.
- D. At or prior to delivery of the signed Agreement, the Contractor shall deliver to the Owner the Labor and Materials Payment Bond, the Performance Bond, and the policies of insurance or insurance certificates as required by the Contract Documents.
- E. All bonds and policies of insurance must be approved by the Owner before the successful Bidder can proceed with the work.
- F. Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to the Owner and in a timely manner, shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

## **1.09 CONTRACT TIMES**

- A. Contractor agrees that the work will be completed and ready for final payment in accordance with Paragraph 12.2 of the General Conditions directed after the date the Contract Time commences to run. Contract time shall be 180 calendar days to final completion.

## **1.10 CONTRACT CLOSEOUT**

- A. The Contractor shall, immediately after the completion of the Contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the Contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the Contractor to the authority by whom the Contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by posting at the courthouse for 30 days, and proof of same shall be made by the judge of probate, sheriff, and the Contractor.

## **1.11 BASIS OF PAYMENT**

- A. Basis of payment to the Contractor will be made only for the actual quantities of the work performed. The Contractor shall present to the Engineer for review and consideration a schedule of values itemizing the lump sum contract into several work/pay items. Payment will be made for each itemized pay item based on the percentage complete. Measurement for payment for a Lump Sum Contract shall be as set forth in Section 01027 in these Specifications.

**END OF SECTION**