

SECTION 00100

INSTRUCTION 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 for the Contract Documents in electronic format on CD.

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 Invitation to Bid 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, limits of classification, States in which licensed and expiration date, and the date and hour of bid opening.

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 BONDS

A. BID BONDS

1. All proposals must be accompanied by either a cashier's check drawn on an Tennessee bank or a Bid Bond executed by a surety company, duly authorized and qualified to make such bonds in the state of Tennessee, 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.

1.04 TENNESEEE IMMIGRATION LAW COMPLIANCE

The awarded Contractor shall provide a copy of the *E-Verify Memorandum of Understanding* to the owner as proof of their enrollment and participation in the *E-Verify* requirements. Documentation shall be provided prior to construction. Said documentation shall also be provided by proposed subcontractors prior to construction.

1.05 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 constructed 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.

1.06 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 90 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.

1.07 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. 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.

1.08 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 80 calendar days to substantial completion and 90 calendar days to final completion.

1.09 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 owner 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 work performed. The Contractor shall present to the Engineer for review and consideration a schedule of values itemizing 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.

1.12 DRUG FREE WORKPLACE

- A. Under the provisions of Tennessee Code Annotate §50-9-113 enacted by the General Assembly effective 2001, a) employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor, but the grantee's responsibility is specifically limited in section (b) of the State as follows:

(b) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

- B. Refer to Section 00301 – Drug-Free Workplace Affidavit. **Executed form must be submitted with bid.**

1.13. EMPLOYMENT OF ILLEGAL ALIENS

- A. Each contractor bidding shall complete a Compliance Certificate regarding the Employment of Illegal Aliens under the provisions of TCA 12-4-124.
- B. Refer to Section 00302 – Statement of Compliance – Illegal Immigrants. **Executed form must be submitted with bid.**

1.14. IRAN DIVESTMENT ACT

- A. Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., (“Act”). This form must be submitted with any bid or proposal regardless of where the principal place of business is located. Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

- B. Refer to Section 00303 – Certificate of Compliance with the Iran Divestment Act. **Executed form must be submitted with bid.**

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| Sealed Bid Submitted To: <u>Gladeville Utility District</u> Project: Gladeville Water Treatment Plant East Superpulsator Rehabilitation Date and Time of Bid Opening: <u>11:00 AM. Local time, Tuesday, October 15, 2019</u> | |
| <u>BIDDER:</u> Name: _____ Address: _____ _____ TN License No.: _____ Expiration Date: _____ Monetary Limit: _____ Classification: _____ | <i>Complete the following for all applicable Electrical, Plumbing, HVAC, and Masonry Subcontractors:</i> |
| | <p style="text-align: center;"><u>Plumbing</u></p> Subcontractor: _____ TN License No.: _____ Expiration Date: _____ Classification: _____ |
| | <p style="text-align: center;"><u>HVAC</u></p> Subcontractor: _____ TN License No.: _____ Expiration Date: _____ Classification: _____ |
| <u>Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work)</u> <ul style="list-style-type: none"> • <i>If any work, regardless of dollar value, is required for subcontractor category, list that subcontractor that will perform that work. Or, if Bidder will perform work in a category with Bidder's own forces, fill in Bidder's name as subcontractor.</i> • <i>If no work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable).</i> • <i>If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number row, but still write in the name.</i> | <p style="text-align: center;"><u>Electrical</u></p> Subcontractor: _____ TN License No.: _____ Expiration Date: _____ Classification: _____ |
| | <p style="text-align: center;"><u>Masonry</u></p> Subcontractor: _____ TN License No.: _____ Expiration Date: _____ Classification: _____ |

END OF SECTION