

## **SECTION 00200**

### **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

Cost of Contract Documents is \$50.00 and is non-refundable.

#### **1.02 BID DATE**

- A. Bids shall be received on June 11th, 2019 at 12:00 PM local time at which time they will be opened and publically read aloud. Bid opening will be held at the Owner's office located at City Hall located at 203 South First Street, Pulaski, TN 38478. Delivery of Bids shall be to the same location.

#### **1.03 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 completely filled.
  - 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. Sealed Envelope:

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. Failure to include appropriate data as required by State Law or incomplete data will be cause for rejection of the bid. The sole burden of responsibility for submission of a Sealed Bid with a properly prepared envelope in accordance with the Tennessee Contractors Licensing Board belongs to the Bidder.
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.
11. 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.

## **1.04 BONDS**

### **A. BID BONDS**

1. All proposals must be accompanied by either a cashier's check drawn on a 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 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 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) Addendums will be issued no later than 48 hours prior to bid opening date as required by State Law. After that time, no addendum will be issued.
- d) 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 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.

## **1.07 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. The time to substantial completion shall be 120 calendar days and the time to final completion shall be an additional 30 calendar days for a total of 150 calendar days.

#### **1.09 BASIS OF PAYMENT**

- A. Basis of payment to the Contractor will be made only for the actual quantities of the several pay items of the Work performed at the Contract Unit Prices bid in the Bid Proposal, in accordance with the Specification, as finally determined from actual measurements made during the progress or after completion of the Work. Measurement for payment of Unit Prices shall be as set forth in Section 01026 in these Specifications. Upon completion of the work, the Contract Unit Prices will still prevail except as otherwise provided. The Contractor will not be allowed to make claim for anticipated levels of work and levels of profit for this Work.

#### **1.10 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.

#### **1.11 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.

**END OF SECTION**