

# CITY OF ELIZABETHTON, TENNESSEE

## Purchasing Department

136 SOUTH SYCAMORE STREET  
ELIZABETHTON, TN 37643  
423-542-1505

Date: 07-30-2018

### (This is NOT an Order) REQUEST FOR BID

TERMS: \_\_\_\_\_  
DELIVERY DATE: \_\_\_\_\_

BID # RFP 2018-07
BID OPENING DATE: <b>August 28th 2018</b>
BID OPENING TIME: <b>11:00 am</b>

**ALL QUOTATIONS MUST BE F.O.B. ELIZABETHTON, TENNESSEE**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1			CITY HALL PARKING LOT RESURFACING		
			ALTERNATE #1 BID PRICE		\$ _____
			ALTERNATE #2 BID PRICE		\$ _____
			ALTERNATE #3 BID PRICE		\$ _____

Person to contact regarding this bid: GREG WORKMAN 423-542-1505/ MATTHEW BALOUGH 423-547-6247

<b>DELIVERY INSTRUCTIONS</b>
CITY OF ELIZABETHTON 136 S. Sycamore Street Elizabethton, TN 37643

In submitting the above, the undersigned agrees to sell to the City the material or service at the price shown and further agrees to all terms and conditions contained in this bid agreement. Acceptance of any or all of the above within a reasonable period will constitute a contract between both parties.

NAME OF FIRM

(Purchase Order will be issued to the above vendor)

By \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

DIRECTOR OF PURCHASING

## **GENERAL CONDITIONS (READ CAREFULLY)**

### **1. PREPARATION OF BIDS:**

1. Only bids submitted on bid forms furnished by the City will be considered. The City may consider telegraphic bids received prior to the closing time specified if promptly confirmed on bid forms furnished by the City and received two (2) days prior to the bid award date. No TELEPHONE BIDS WILL BE ACCEPTED.
2. Bids to be enclosed in a sealed envelope, plainly identified in the upper left-hand corner with the company name and address and in the lower left-hand corner, the bid number and due date.
3. All bids must be delivered or mailed to the Director of Purchasing, City of Elizabethton, 136 South Sycamore Street, Elizabethton, TN 37643 unless otherwise directed on the bid form.
4. It is the bidder's responsibility to ensure that the written bid is delivered at the proper time and place of the bid opening.
5. No bid received after closing time will be considered. Late bids will be returned unopened.
6. If not offering a bid, bidder must return the bid form marked "NO BID" and state reason for not responding.

### **2. PRICING:**

Each item must be priced separately. Unit prices shall be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**3. BID OPENINGS:**

Bids will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

**4. SIGNATURE ON BIDS:**

Each bid must give full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind his company in contract.

**5. ACCEPTANCE & REJECTION:**

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid if its judgment is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order.

**6. BID EVALUATION:**

Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

**7. AWARD:**

Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

**8. MULTIPLE ITEM BIDS:**

When more than one item is specified in the Invitation to Bid, the City will determine that low bidder either on the basis of the individual items or on all the items included in the bid. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

**9. TIME OF DELIVERY:**

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order. The contractor shall be required to

maintain or have available an inventory sufficient to make shipment within the time stated in his/her bid. The vendor may request a delivery extension in a letter to the Director of Purchasing if conditions arise that would prevent him/her from meeting his/her quoted delivery schedule. The City reserves the right to accept or reject this request.

**10. DEFAULT:**

In case of default of the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost resulting from this action.

**11. BRAND NAMES:**

Specifications furnished in the Invitation to Bid are intended to establish a desired quality of performance level or other minimum requirements which will provide the City with the best product available at the lowest possible price. If a bidder offers an alternate he/she must include the brand name and/or model he/she proposes to furnish and include complete descriptive literature and specifications that clearly describes the article offered and how it differs from the referenced brand. Reference to literature previously furnished will not satisfy this provision.

**12. SAMPLES:**

The City may request a sample product as part of a bid. This will be provided at no charge to the City. Samples remain in the Purchasing Department for a period of two (2) weeks following the award of a bid. Vendors are responsible for picking up their samples during that period. Samples not collected by the specified time allowed will become the property of the City. Samples of successful bidders will be retained until delivery is received and is accepted as being equal to their sample.

**13. DISCOUNT PERIOD:**

Time in connection with discount offered will be computed from the date of satisfactory delivery at destination, or from the date of satisfactory delivery at destination, or from the date the correct invoice is received, whichever is later.

**14. FOB (FREE ON BOARD) POINT:**

All prices quoted are to be FOB delivered to the using department, City of Elizabethton, Tennessee (unless another FOB point is stated on the bid form). The successful bidder will assume all responsible for damage in transit.

**15. TAXES:**

The City is exempt from Federal excise taxes and state and local sale or use taxes. Exemption certificates will be furnished upon request.

**16. CONDITION STANDARDS:**

It is understood and agreed that any item offered of shipped as a result of this bid shall be new and unused and shall be the manufacturer's latest model unless otherwise stated in the bid.

**17. INSPECTION:**

All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder's expense.

**18. SAFETY STANDARDS:**

Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any standards thereunder.

**19. PARTS AND SERVICE:**

The successful bidder must be able to provide adequate parts and service for items bid.

**20. BID TABULATIONS:**

Tabulations of bids will be furnished upon request.

**21. PENALTIES:**

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from consideration for the following reasons:

1. Bid received after bid opening time.
2. Bid not signed.
3. Descriptive literature not included with the bid.
4. Sample not provided with bid if requested.

## **22. COOPERATIVE PURCHASING:**

Bidder's/Proposer's are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

## **23. EQUAL OPPORTUNITY:**

It is the policy of the City of Elizabethton to provide equal employment opportunities and provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age, disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the Planning & Economic Development Director at (423) 542-1503 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643. Requests for accommodation of a disability should be directed to the Purchasing Director at (423) 542-1505 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643.

**24. IRAN DIVESTMENT ACT OF 2014:**

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. §12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Elizabethton; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here:

<http://tennessee.gov/generalservices/article/Public-Information-library>.

**25. LICENSES, FEES, PERMITS:**

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Elizabethton in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

**26. NON-COLLUSION AGREEMENT:**

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Elizabethton, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Elizabethton has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

**27. WARRANTY:**

1. Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.



**INVITATION TO BID**  
CITY OF ELIZABETHTON, TENNESSEE  
PURCHASING DEPARTMENT  
(423) 542-1505

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Bid Name	<b>City Hall Parking Lot Resurfacing (RFP 2018-07)</b>
Due Date	Tuesday / August 28 <sup>th</sup> , 2018 / 11:00 AM
Bid Location/Mail Address	City of Elizabethton Purchasing Department 136 South Sycamore Street, Elizabethton TN 37643
Bid Contact / Telephone	Greg Workman/Purchasing Director (423) 542-1505
Bid Issue Date	Monday / July 30 <sup>th</sup> , 2018 / 11:00 AM
Project Location	136 South Sycamore Street Main Parking Lot

***Bidder is responsible for completing the remaining portion of this bid document***

City Hall Parking Lot Resurfacing Contract as per the attached specifications which are an integral part of this bid.

**BID SUBMITTALS:**

Invitation to Bid Cover Sheet  
Completed Bid Forms 1 and 2

ADVERTISEMENT FOR BIDS  
CITY OF ELIZABETHTON, TENNESSEE

The City of Elizabethton will receive sealed bids for the City Hall Parking Lot Resurfacing Project until Tuesday August 28<sup>th</sup>, 2018 at 11:00 AM; bid responses will be publicly opened and read aloud at such time.

Contract documents and technical specifications are on file in the office of the Purchasing Director, City Hall, 136 South Sycamore Street, Elizabethton, Tennessee.

The work for which bids are submitted consists of furnishing all labor, services, materials and performing all work necessary for construction complete as specified herein for the City of Elizabethton.

The work to be performed is as follows: surface mill parking lot in order to maintain curb reveal and proper stormwater drainage, full depth milling and/or excavation of areas with unsuitable subgrade, build up excavated areas and reconstruct asphalt foundation with pug mill base course stone and base mix asphalt, resurface parking lot; all parking areas, parking aisles, drive through lanes, remove a section of existing sidewalk, install an ADA accessible ramp adjacent to the access aisle, layout and paint all pavement markings in accordance with the guidelines set forth in the "2010 ADA Accessibility Design Guidelines" and the "Manual on Uniform Traffic Control Devices".

All Bidders must be licensed contractors to perform the type of construction herein described as required by Tennessee Code Annotated, Title 62, Chapter 6, amended by Chapter 9 and Chapter 406 of the Public Works Act of 1977. All bidders are required to submit a 10 percent Bid Bond; or, certified check. The successful bidder will be required to furnish proof of public liability, vehicle liability and property damage insurance acceptable to the City of Elizabethton.

The City of Elizabethton reserves the right to reject any or all Bids; or, to waive any informality in the bidding. The City of Elizabethton does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicap status in employment or the provision of services.

Signed,

Greg Workman

Director of Purchasing

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## 1. THE WORK

The work for which bids are submitted consists of furnishing all labor, services, materials and performing all work necessary for construction complete as specified herein for the City of Elizabethton.

- A. **Alternate #1**-Resurface City Hall main parking lot, drive through lanes and paint all pavement markings. See Supplemental Sheet #1 for Site Sketch.
- a. Submit a written or verbal construction plan. Work will not be permitted during business hours; 8 AM – 5 PM Monday through Friday. Work must be scheduled on either Saturday, Sunday; or, after business hours on week days.
  - b. Surface mill main parking lot and drive through lanes to a depth of one and one half inches (1-1/2") in order to maintain proper drainage and curb reveal.
  - c. Excavate areas with unsuitable base or subgrade. Excavate all unsuitable sub surface material to a minimum depth of ten and one half inches (10-1/2"); or, to a depth that is determined to have suitable subgrade material. Build-up excavated areas with pug mill base course stone and 307 BM2 hot mix asphalt. The base course stone will be laid and compacted in one lift and shall be a minimum of six inches (6") in depth. The base mix will be laid and compacted in one lift and shall be a minimum of three inches (3") in depth.
  - d. Remove a section of existing sidewalk adjacent to the proposed ADA access aisle. Install a new accessible ramp in accordance with the "2010 ADA Accessibility Design Guidelines" and the specifications set forth by the City of Elizabethton;
    - i. Remove a section of the existing sidewalk where indicated on site sketch #1,
    - ii. If base course stone is not present, install four inches (4") of crushed stone and compact,
    - iii. Concrete must be a minimum of four inches (4") in depth/thickness and shall be four thousand psi (4000 psi) natural sand concrete,
    - iv. Tool edges of the new concrete, provide a lightly brushed finish and saw cut expansion joints where the new concrete meets the existing,
    - v. Backfill edges where necessary.
  - e. Sweep existing asphalt with a power broom and apply tack coat to all existing asphalt surfaces. Resurface the yellow hatched area and solid yellow shaded areas designated on Supplemental Sketch #1. The surface asphalt shall be 411E surface; or, 411D surface, hot mix asphalt. The surface asphalt will be laid and compacted in one lift and shall be a minimum of one and one-half inches (1-1/2") in depth.

- f. Layout and paint all pavement markings in accordance with the guidelines set forth in the “2010 ADA Accessibility Design Guidelines” and the “Manual on Uniform Traffic Control Devices”.
- B. **Alternate #2**-Resurface North City Hall Parking Lot and Paint all pavement markings. See Supplemental Sheet #2 for Site Sketch.
- a. Surface mill north parking lot to a depth of one and one-half inches (1-1/2”) in order to maintain proper drainage and curb reveal.
  - b. Excavate areas with unsuitable base or subgrade. Excavate all unsuitable sub surface material to a minimum depth of ten and one-half inches (10-1/2”); or, to a depth that is determined to have suitable sub base material. Build-up excavated areas with pug mill base course stone and 307 BM2 hot mix asphalt. The base course stone shall be laid and compacted in one lift and shall be a minimum of six inches (6”) in depth. The base mix shall be laid and compacted in one lift and shall be a minimum of three inches (3”) in depth.
  - c. Sweep existing asphalt with a power broom and apply tack coat on all existing asphalt surfaces. Resurface the red hatched area and solid red shaded areas designated on Supplemental Sketch #2. The surface asphalt shall be 411E surface; or, 411D surface, hot mix asphalt. The surface asphalt will be laid and compacted in one lift and will be a minimum of one and one-half inches (1-1/2”) in depth.
  - d. Layout and paint all pavement markings in accordance with the guidelines set forth in the “2010 ADA Accessibility Design Guidelines” and the “Manual on Uniform Traffic Control Devices”.
- C. **Alternate #3**- Combination of Alternate #1 and Alternate #2
- a. Alternate #1 City Hall main parking lot and all drive through lanes.
  - b. Alternate #2 North City Hall parking lot

2. **SECURING DOCUMENTS**

Contract documents and technical specifications are on file in the office of the Purchasing Director, City Hall, 136 South Sycamore Street, Elizabethton, Tennessee.

3. **BID FORM**

In order to receive consideration; make bids in strict accordance with the following:

- A. Make bids upon the forms provided. Do not change the wording of the bid forms and do not add words to the bid forms. Unauthorized conditions, limitations, or

provisions attached to the bid will be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.

- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bids to the Purchasing Director, and deliver to the address given in the invitation to bid on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that his bid is received on time.

#### 4. **PROOF OF COMPETENCY OF BIDDER**

A bidder may be required to furnish evidence satisfactory to the City that their proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner.

#### 5. **WITHDRAWAL OF BID**

- A. A bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No bidder may withdraw their bid for a period of sixty (60) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the Purchasing Director during this period.

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

The contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, subject to the Purchasing Directors right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

#### 7. **EXECUTION OF AGREEMENT**

- A. The bidder to whom the contract is awarded shall, within fifteen calendar days after notice of award and receipt of Agreement forms from the Purchasing Director, sign and deliver required copies to the Purchasing Director.
- B. At or prior to delivery of the signed agreement, the bidder to whom the contract is awarded shall deliver to the Purchasing Director those Certificates of Insurance required by the City. Certificates of Insurance shall be approved by the Purchasing Director before the successful bidder may proceed with the work.

**8. INTERPRETATION OF BID DOCUMENTS PRIOR TO BIDDING**

- A. 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 bid documents, or finds discrepancies in or omissions from any part of the proposed bid documents, they may submit to the City a written request for interpretation thereof not later than seven days before bids will be opened. The person submitting the request shall be responsible for its prompt delivery.
  
- B. Interpretation or correction of proposed bid documents will be made only by addendum and will be mailed or delivered to each general contract bidder of record. The City will not be responsible for any other explanations or interpretations of the proposed bid documents.

## **INFORMATION FOR BIDDERS**

### **1. RECEIPT AND OPENING OF PROPOSALS**

The City of Elizabethton, Tennessee invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Purchasing Director at 136 South Sycamore Street, Elizabethton, Tennessee until Tuesday August 28<sup>th</sup>, 2018 at 11:00 AM; bid responses will be opened publicly and read aloud at such time. The envelopes containing the bids must be sealed, addressed to the City of Elizabethton, Tennessee and must bear the following information on the outside:

Name of Bidder  
Bidder's Address  
Bidder's Tennessee License Number  
Bidder's License Classification  
Bidder's License Expiration Date  
Name of Project and Contract for which bid is submitted

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope and addressed as specified above.

### **2. REQUIREMENTS FOR BIDDERS**

Prior to award of this contract, the bidder will be insured and licensed in the State of Tennessee, with proper classification, technical competence and experience to perform the work.

#### **A. Insurance Requirements:**

The contractor shall procure and maintain for the duration of the contract, at his/her own cost and expense, insurance against claims for injuries to persons or damages to property including contractual liability that may arise in connection with the performance of the work by the contractor, his agents, representatives, employees or subcontractors under this agreement. The insurance carrier(s) must be licensed to conduct business in the state of Tennessee. The insurance will be evidenced by certificates of insurance. The certificate shall include wording that states the City be notified thirty days prior to cancellation of the coverage or a major change in the coverage provided. The contractor will either verify the listed coverage(s) for all subcontractors hired by the contractor to assist with the project, or the contractor will assume total financial responsibility for uninsured claims of the subcontractor. The City shall be held harmless for any injuries, claims or judgments against the subcontractor. Certificates for liability coverages shall name the City as an

additional insured. The following coverages may be required by the successful bidder prior to work being performed:

- a) Workers' compensation: a certificate shall be provided that indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee.
- b) General Liability Insurance with a minimum limit of \$1,000,000 per occurrence with \$1,000,000 annual aggregate. This insurance shall indicate on the certificate of insurance the following coverages:
  - i. Broad Form Contractual
  - ii. Independent Contractor and sub-contractors
  - iii. Premises-Operations
- c) Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence unless otherwise indicated in the "special conditions" of the contract specifications. This insurance shall include bodily injury and property damage for the following coverages:
  - i. owned automobiles
  - ii. hired automobiles
  - iii. non-owned automobiles

Additional coverages and limits may be required based upon the particular services contracted. If such additional coverages and limits are required for a specific contract, those requirements will be described in the special conditions of the contract specifications. Further, it is highly recommended that the City require the contractor to secure a standard endorsement to their (the contractor's) general liability policy that makes the coverage limits apply PER PROJECT.

#### B. Bid Bond and Performance Bond

A certified check or bank draft payable to the City of Elizabethton, negotiable U.S. Government Bonds, or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in the amount equal to ten percent (10%) of the estimated cost of the construction improvements shall be submitted with each bid. The City reserves the right to retain the security of all bidders until the successful bidder enters into the Contract or until 30 days after bid opening, whichever is sooner. Other bid security will be returned as soon as practicable. If any bidder refuses to enter into a Contract, the City may retain their bid security as liquidated damages but not as a penalty. The successful Bidder will be required to furnish acceptable Performance and Payment Bonds in the amount of one hundred percent (100%) of the contract price, for each bond. Such bonds shall be issued by Surety acceptable to the City of Elizabethton. The Performance Bond shall be in full force and effect for one (1) year after the date of final acceptance of the project by the City of Elizabethton. The City may consider informal any bid not prepared and submitted in accordance

with the provisions hereof, and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

3. **PREPARATION OF PROPOSAL**

The bidder must submit their proposal on the forms furnished herein. Proposal forms shall not be detached from these bid documents. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given and for each item a quantity is not given, including all alternates, extensions, sub-totals, totals, etc. The bid price must be written in ink in numerals and words. In case of conflict between words and numerals, the words, unless obviously incorrect, will govern. No qualifying letters or statements will be considered.

Totals read at the opening of bids are not guaranteed to be correct, and no award of contract will be made until the bids, extensions, and totals have been checked.

4. **SUBCONTRACTS**

The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

- A. Must be acceptable to the City after verification by the State of the current eligibility status and;
- B. Must submit Form 950.2, certification by proposed subcontractor regarding equal employment opportunity, certification by proposed subcontractor concerning labor standards and prevailing wage requirements, Form 1422, and certification of proposed subcontractor regarding Section 3 and segregated facilities. Approval of the proposed subcontract award cannot be given by the City unless and until the proposed subcontractor has submitted the certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. **QUALIFICATIONS OF BIDDER**

The City may make such investigations as they deem necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to

complete the work contemplated therein. Contractor shall also include in their bid a list of major contracts completed in the last four (4) months. **Considerations of past quality of work and performance will be an important factor in the selection of the successful bidder.** Conditional or incomplete bids will not be accepted.

6. **CONDITIONS OF WORK**

Each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the contract. If possible, the contractor in carrying out their work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

7. **ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Greg Workman, Purchasing Department, 136 S. Sycamore St, Elizabethton, Tennessee, 37643, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become a part of the bid documents.

8. **METHOD OF AWARD - LOWEST QUALIFIED BIDDER**

The City will either award a contract to the lowest qualified responsive bidder within 30 days after the formal opening of proposals, or it will reject all bids received for the contract if all of the bids received exceed the amount of funds then estimated by the City as available to finance the contract.

9. **OBLIGATION OF BIDDER**

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read, and to be thoroughly familiar with the bid documents and specifications (including all addendums). The failure or omission of any bidder to examine any form, or document shall in no way relieve any bidder from any obligation in respect to his bid.

10. **METHOD OF PAYMENT**

Work will be paid for at the contract lump sum price. The successful bidder will be compensated after the work meets all specifications set forth by the City in these bid documents.

11. **SPECIFICATIONS AND RESOURCES**

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- B. All work must comply with the Americans with Disabilities Act of 1990 and the adopted revisions titled "2010 ADA Standards for Accessible Design". This information can be obtained by visiting the ADA web address:  
<https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>
- C. All work under this contract shall conform to the applicable sections of the latest edition of the *Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction*. This information can be obtained at the following TDOT web address:  
[https://www.tn.gov/content/dam/tn/tdot/construction/old\\_web\\_page/TDOT\\_2015\\_Spec\\_Book\\_FINAL\\_pdf.pdf](https://www.tn.gov/content/dam/tn/tdot/construction/old_web_page/TDOT_2015_Spec_Book_FINAL_pdf.pdf)
- D. Pavement markings and traffic control shall be in accordance with the *Manual on Uniform Traffic Control Devices (MUTCD)*. This information can be obtained at the following MUTCD web address:  
<http://www.mutcd.fhwa.dot.gov/>
- E. **The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.**

PRICE TO INCLUDE ALL WORK AND MATERIALS NECESSARY TO COMPLETE THE SPECIFIED PROJECT:

**Alternative #1**

**Bid Price**

(*Spell*) \_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS

(\$ \_\_\_\_\_ )

**Alternative #2**

**Bid Price**

(*Spell*) \_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS

(\$ \_\_\_\_\_ )

**Alternative #3**

(Alternative 1 + Alternative 2=Alternative 3)

**Bid Price**

(*Spell*) \_\_\_\_\_ DOLLARS \_\_\_\_\_ CENTS

(\$ \_\_\_\_\_ )

The undersigned bidder has become familiar with local conditions, the character and extent of the work, has carefully examined the specifications, instructions for bidders, information for bidders, and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder further agrees to provide all necessary materials, equipment, tools, incidentals, and other means of construction to do all the work which is necessary to complete the work in accordance with the bid documents and the specifications set forth in the bid forms, to do all and any work as needed which may be required in connection with the construction and completion of the work as required.

The bidder understands that the quantities of work shown herein are approximate only, and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased are to be performed at the lump sum prices stated in the bid forms.

In compliance with the bid documents, the undersigned bidder hereby proposes to perform the work for completion of all items listed in the bid forms; in strict accordance with the advertisement for bids, information for bidders, specifications, and all other bid documents. The undersigned bidder agrees, upon receipt of written notice of the acceptance of this proposal within sixty days (60) after the date of the opening of the proposals, that it will execute a contract in accordance with the proposal as accepted.

Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Witness \_\_\_\_\_

Bidder's Tennessee Contractor's  
License Number \_\_\_\_\_

Bidder's License Expiration Date \_\_\_\_\_

Bidder's Telephone Number \_\_\_\_\_

Contractor \_\_\_\_\_

City Representative \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

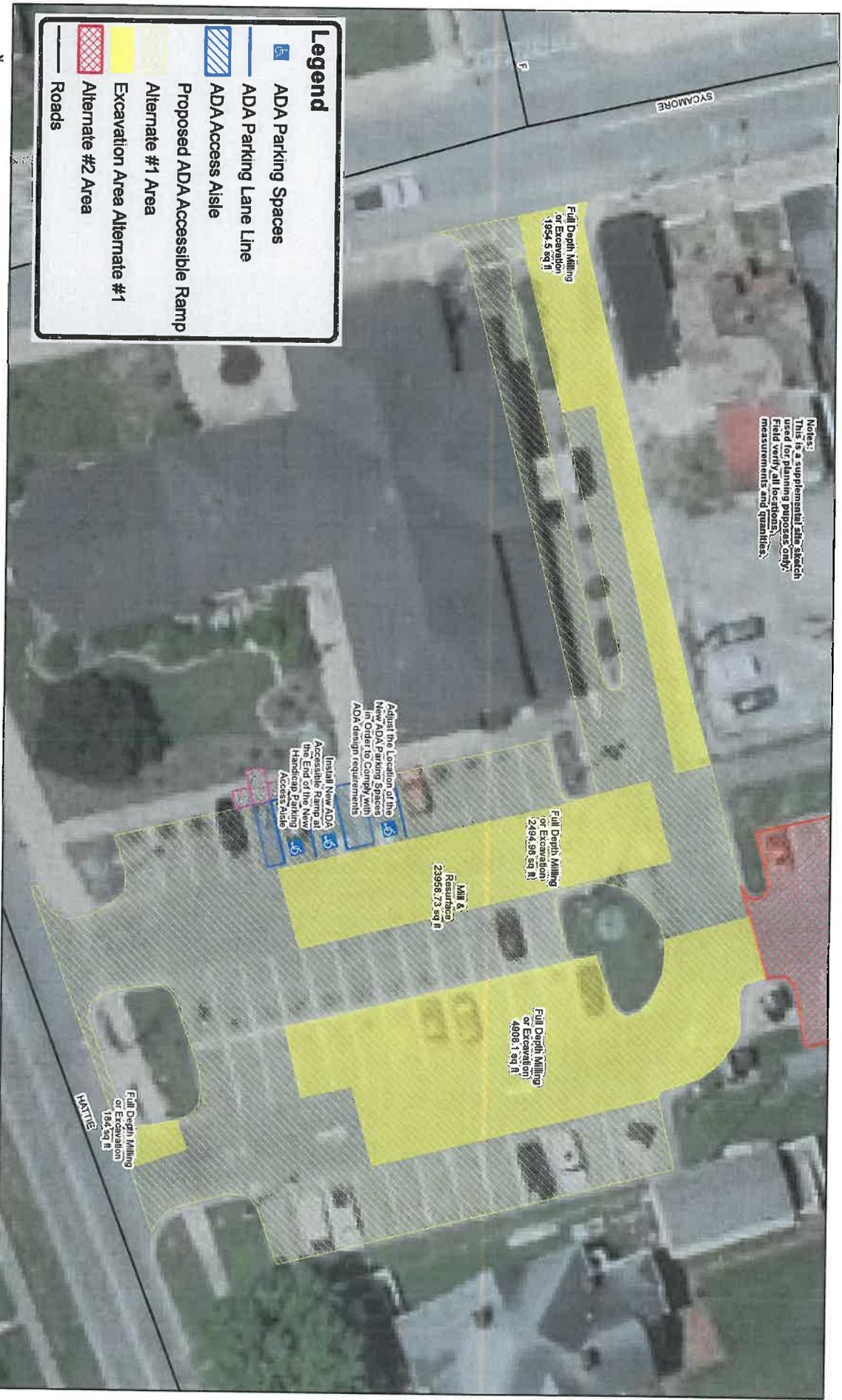
Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Notes:  
This is a supplemental site sketch used for planning purposes only. Field verify all locations, measurements and quantities.



**Legend**

- ADA Parking Spaces
- ADA Parking Lane Line
- ADA Access Aisle
- Proposed ADA Accessible Ramp
- Alternate #1 Area
- Excavation Area Alternate #1
- Alternate #2 Area
- Roads



**CITY HALL MAIN PARKING LOT  
RESURFACING SITE SKETCH #1**

MAP BY: MJB  
DATE: 07/25/2016  
CITY OF ELIZABURTON  
ENGINEERING DEPARTMENT





# CITY HALL NORTH PARKING LOT RESURFACING SITE SKETCH #2

MAP BY: MJB  
DATE: 07/25/2018  
CITY OF ELIZABETH  
ENGINEERING DEPARTMENT



**Legend**

- ADA Parking Lane Line
- ADA Parking Spaces
- ADA Access Aisle
- Alternate #2
- Alternate #1
- Excavation Area Alternate #1
- Roads
- Property Line

*Notes:*  
This is a supplemental site sketch  
intended for planning purposes only.  
Field verify all locations,  
measurements and quantities.