

**Section 00 11 13 Advertisement for Bid**

OWNER: Warren County Government, McMinnville, Tennessee.

Sealed bids will be received from Bidders of Record for the Warren County Handicap Access, McMinnville, Tennessee, by the Owner at the Office of Director of Finance for Warren County, 201 Locust Street, McMinnville, Tennessee 37110, until **August 29, 2019 @ 2:00 pm Central Time** and at this time all bids will be opened and read aloud.

A Pre-Bid Conference will be held on August 21, 2019, at 1:00 pm Central Time, beginning at the lobby of the Warren County Administration Office building located at 201 Locust Street, McMinnville TN 37110. Attendance at the Pre-Bid Conference is encouraged but is not mandatory in order to submit a bit.

The information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following:

- |                                    |                        |
|------------------------------------|------------------------|
| Warren County Finance              | McMinnville, Tennessee |
| Upland Design Group, Inc.          | Crossville, Tennessee  |
| Builders Exchange of Tennessee     | Knoxville, Tennessee   |
| Builder's Exchange of Tennessee    | Nashville, Tennessee   |
| AGC                                | Chattanooga, Tennessee |
| Nashville Contractors Assoc. / NCA | Cookeville, Tennessee  |

One paper copy and electronic copy (CD) of documents may be purchased by each General Contractor or Subcontractor at the office of Upland Design Group, Inc., located at 362 Industrial Blvd., Crossville, Tennessee upon payment of \$50.00.

Persons other than General Contactor's may obtain documents at Knoxville Blueprint and Supply Co., 622 Leroy Avenue, Knoxville, Tennessee 37921 (865-525-0463) by paying the printing costs direct to Knoxville Blueprint and Supply Co. It shall be the full responsibility of all General Contractor's with plan deposits on file at the Architect's office to ascertain their own need for particular drawings and specifications. Addenda will be mailed only to Bidders of Record with plan deposits on file at the Architect's Office and to the Plans Rooms.

Each bid must be accompanied by a bidder's bond executed by the bidder and a surety company licensed to do business in the State of Tennessee, for the sum of five percent (5%) of the amount bid. In-lieu-of a bid bond a cashier's check in the amount of 5% of the bid amount, made payable to the Owner, will be accepted. The successful bidder will be required to execute a Performance Bond in the amount of One Hundred Percent (100%) of the contract price, or other security such as letter of credit as described in Tennessee Code Annotated 12-4-201. Bonds must be accompanied by Power of Attorney.

No bid may be withdrawn for a period of forty-five (45) days after the date set for the opening bid.

All bidders must be licensed contractors as required by Chapter 135 of Public Acts of 1945 of the General Assembly of the State of Tennessee, Section 1. Bidder's name and license number must be placed on the envelope containing his bid and bond.

The Owner reserves the right to reject any or all bids and waive informalities therein.

The Bid Envelope Cover Sheet must be completely filled out. Any bids received with Bid Envelope Cover Sheet omissions will be returned to the bidder unopened.

Any Bids received after the scheduled closing time for the receipt of bids will be returned unopened.

#### TIME FOR COMPLETION:

It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion of the work to be done hereunder are essential conditions of the contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced immediately upon notice to proceed and shall be completed within 100 days.

The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the work described herein is a reasonable time for completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the Contractor shall neglect, fail or refuse to complete the per project schedule or any proper extension thereof granted by the Owner pursuant to AIA Document A201, the Contractor shall be liable for all such actual damages sustained by the Owner as the result of each delay, except that when such actual damages may be difficult to ascertain, the Contractor shall pay the Owner the sum of \$100.00 per day as liquidated damages of each and every calendar day that the Contractor shall be in default after the time stipulated for completion of the work. In no event shall such payment be construed as a penalty but shall be considered as reimbursement for the Owner's additional expense and loss occasioned by unexpected Contractor's delay.

Delays occasioned by strike occurring on the job during the performance of the work, riots, civil commotions, change orders, and such other justifiable delay as may be approved by the Owner and the Architect pursuant to the provisions of the General Conditions, shall be the only exceptions for which a request for excusable cause shall be made in writing to the Owner no more than 21 days after the delay begins. Otherwise such claim shall be waived, and the work shall be completed without extension for such delay.

END OF SECTION