

**TOWN OF MADISONVILLE  
INVITATION TO BIDDERS**

The Town of Madisonville, Tennessee will receive bids until \_\_\_\_\_ p.m. on \_\_\_\_\_, 2003 for demolition of a specific structure at \_\_\_\_\_ (describe location and/or name of building). The building may/may not have asbestos materials inside. The existence, quantity and location of any materials made from asbestos are unknown to the town. However, the age of the structure is \_\_\_\_ years, and it is known that asbestos was commonly used in building materials during that time. If involved, removal and disposal of asbestos materials must meet all federal, state, and local requirements. The contractor is responsible for all notifications and fees for the demolition and asbestos removal, if applicable.

Demolition includes removal of the structure, miscellaneous debris associated with the structure, and all foundations and slabs. The property is to be graded to a level condition.

The Contractor shall be responsible for all utility disconnections.

Bids are to be addressed to the City Recorder and mailed or delivered to the Town of Madisonville, 301 College Street, Madisonville, TN 37354.

Bids shall be identified on the exterior of the sealed envelope with all the information required by law, including the name of the project and the bidder's name, address and license number, expiration date and classification.

The successful bidder will not be required to furnish a Performance and Payment Bond. Payment shall be for the entire contract amount after completion and acceptance.

The Owner reserves the right to waive any irregularities or reject any or all bids.

Further information may be obtained from the City Recorder at Madisonville Town Hall, 301 College Street, Madisonville, TN 37354.

TOWN OF MADISONVILLE  
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS  
FOR DEMOLITION PROJECT

SECTION B

1. Defined Terms:

- 1.1. The term "Town" means the Owner, the Town of Madisonville.
- 1.2. The term "Bidder" means one who submits a Bid directly to the Town, as distinct from a sub bidder who submits a bid to a Bidder.
- 1.3. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Town shall make an award of the Contract.
- 1.4. The term "Bidding Documents" includes the Advertisement, these Instructions, the Bid Form, and the proposed Contract Documents.
- 1.5. The term "Engineer" means the City Recorder or the Recorder's designee assigned to this project as the Contract Administrator.

2. Qualifications of Bidders:

- 2.1. Bidders must be licensed contractors in the State of TN as required by title 62, Chapter 6 of the Tennessee Code Annotated if the bid being submitted is in excess of \$25,000.
- 2.2. Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders qualifications to perform the Work. Such evidence may include financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting a bid, the Bidder certifies that he has the proper license to do the work within and/or for the Town of Madisonville, including contractors and business license.

3. Examination of the Contract Documents and Project Sites:

- 3.1. It is the responsibility of the Bidder to:
  - 1. Thoroughly examine the Contract Documents.

2. Visit the site and become familiar with the existing conditions and the scope of the project work; and become familiar with the surrounding conditions that may affect the cost, progress, performance or furnishing of the work,
  3. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work,
  4. Study and carefully correlate the Bidders observations with the Contract Documents, and
  5. Notify the Engineer of all conflicts, errors or discrepancies found in the Contract Documents.
- 3.2. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance and furnishing the Work.
4. Bid Form:
- 4.1. The Bid Form is included in the Bidding Documents.
  - 4.2. All blanks on the Bid Form must be completed, either in ink or typewritten.
  - 4.3. Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.
  - 4.4. Bids by a partnership must be signed by all partners.
5. Bonds:
- 5.1. Due to the dollar amount of the contract and time for construction, no bonds will be required for the project. However, no payment shall be made to the contractor until the project is completed and accepted by the Owner. Should the project be delayed for some reason that is not the fault of the Contractor, a performance bond for the remainder of the work may be submitted and payment made.

6. Signing of the Agreement:

6.1. When the Town submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the Town, accompanied by a certificate of insurance. The Town, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.

7. Notice of Award:

7.1. The Town may give the Successful Bidder a Notice of Award at any time within 20 days from the date of opening of bids. The Successful Bidder shall begin the Work no less than twenty days from the receipt of the Notice of Award or no less than ten days from the date of his receipt of the fully executed agreement, whichever is later.

8. Indemnity

8.1 The contractor will indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

9. Insurance

9.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

<p>For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:</p> <p style="text-align: center;">COVERAGES</p>	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$300,000 each occurrence \$300,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$300,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

TOWN OF MADISONVILLE  
PROPOSAL FOR THE DEMOLITION PROJECT

SECTION C

\_\_\_\_\_  
Name of Bidder

In compliance with your legal Notice to Bidders for the Town of Madisonville, TN Demolition Project, the undersigned bidder, a corporation organized and existing under the laws of the State of \_\_\_\_\_, or a partnership of \_\_\_\_\_, or an individual doing business as \_\_\_\_\_, of the Town of, State of \_\_\_\_\_, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

TOTAL BID PRICE FOR BUILDING DEMOLITION, INCLUDING ABSETOS REMOVAL  
(IF APPLICABLE) OF \_\_\_\_\_ (*NAME OF OR DESCRIPTION OF BUILDING*)

\_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS

BIDDER understands that the Town reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: \_\_\_\_\_ Contractor's  
Name

Seal--if bid is by a corporation. \_\_\_\_\_

TOWN OF MADISONVILLE  
CONSTRUCTION CONTRACT  
FOR DEMOLITION PROJECT

SECTION D

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of Madisonville, hereinafter referred to as the "Town," and \_\_\_\_\_ hereinafter referred to as the "Contractor," witnesses that the Town and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The work is generally described as building demolition, asbestos removal (if applicable) of \_\_\_\_\_ building and grading of site. The Contractor shall furnish all labor and materials necessary to facilitate the Project as described in the Contract documents.

2. Engineer:

2.1. The Project has been initiated by the City Recorder who is hereinafter referred to as the "Engineer," and who is to act as the Town's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

3.1. The work will be substantially completed within 30 calendar days from the date when the Contract Time commences.

4. Contract Price and Payment Procedures:

4.1. The Town shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$ \_\_\_\_\_

4.2. The Contractor shall submit Applications for payment at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract

Documents, the Town will make payment within thirty (30) days from the request for payment.

5. Other Considerations:

5.1. IN WITNESS WHEREOF, the Town and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the Town and the Contractor.

5.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the Town of all the work therein.

TOWN OF MADISONVILLE

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

(SEAL)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for giving Notices:

Town of Madisonville  
301 College Street  
Madisonville, TN 37354

Address for giving Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney