

PROJECT MANUAL

26 April 2012

# STUDENT SUCCESS CENTER CONCRETE REPAIR/REPLACEMENT

---

TENNESSEE STATE UNIVERSITY

---

# INVITATION TO BID

**PROJECT: TENNESSEE STATE UNIVERSITY  
STUDENT SUCCESS CENTER  
FRONT PORCH/ WEST SIDEWALK  
CONCRETE REPAIR/REPLACEMENT**

**DESIGNER:** TENNESSEE STATE UNIVERSITY  
FACILITY MANAGEMENT

**BRIEF PROJECT DESCRIPTION:** CONCRETE REPAIR /REPLACEMENT  
FRONT PORCH/WEST SIDEWALK

Proposals are invited for a General Contract for the Work of the above project.

Bids will be received by Electronic Proposals **Until 2:00 pm central time Monday May 7, 2012**  
at which time proposals will be reviewed.

Proposals shall be sent to Tennessee State University, Facilities Management, Attention: Marlah Green.

All proposals must be sent to [mgreen20@tnstate.edu](mailto:mgreen20@tnstate.edu)

Subject line shall read: **Student Success Center Concrete Repair/Replacement:**

A Pre bid conference will be held in the Tennessee State University Facility Management Conference room on Wednesday May 2, 2012 at 10am central time. Facility Management is located at 1234 Schrader Lane Nashville TN 37209

Bidding documents may be examined at the Tennessee State University Planning, Design and Construction's office at 1234 Schrader lane Nashville TN 37209;

Bidding Documents may be obtained from the Tennessee State University Facilities management website

Bidders submitting bids equal to or greater than \$25,000 in value are required to be licensed in accordance with state law. A statement of public contract crime status is required in the Bid form. Prevailing Wage law applies to any contract equal to or greater than \$50,000 in value, or which has been determined to require Highway rates. Non-Discrimination policy applies to this project.

The Owner reserves the right to waive informalities and to reject bids.

# PROPOSAL FORM

TO: **TENNESSEE STATE UNIVERSITY**  
for the PROJECT: **STUDENT SUCCESS CENTER**  
**FRONT PORCH/ WEST SIDEWALK**  
**CONCRETE REPAIR/REPLACEMENT**

**A.** This Bidder hereby acknowledges, attests, certifies, warrants, and assures that:

1. This Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
2. Procurement Requirements documents included provide Available Information that was prepared solely for use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.
3. Contractors and subcontractors disqualified from participating in State Building Commission projects shall not be used to perform work under the contract that may result.
4. This Bidder shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.
5. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid;
6. The person who signs this bid on behalf of Bidder is legally empowered to bind Bidder to a Contract.
7. The following statement is (mark the one that is applicable)

- ☐ True  
☐ False

The Bidder and/or any of the Bidder's employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.

**8.** This Bidder has received the following addenda:

Addendum No \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No \_\_\_\_\_ dated \_\_\_\_\_

**B.** This Bidder agrees to:

1. Honor this bid for a period of forty five (60) days following the date of the scheduled opening of bids.
2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance and other documents related to the contract as required, including, if the Contract Sum exceeds one-hundred-thousand dollars (\$100,000), the Contract Bond.
3. Accomplish the Work in accordance with the Contract Documents.
4. Achieve Substantial Completion of the Work 15 calendar days from and including the date



stipulated in the Notice to Proceed.

**C. BASE BID:**

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

\_\_\_\_\_ and \_\_\_\_\_/100ths Dollars

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

**D. ALTERNATES:**

This Bidder agrees to include work of the following alternates for the additional amounts listed:

**Alternate No. 1: Removal/replacement of grout on steps**

\_\_\_\_\_ and \_\_\_\_\_/100ths Dollars

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

**E. UNIT PRICES:**

This Bidder has included Base Quantities of Unit Price Items in the Base Bid and Alternates, as specified, and proposes the following Unit Prices for use in the construction contract, if accepted by Owner. Unit prices should include overhead, profit & mark up:

**Item Name**

**Unit Price**

1. \$ \_\_\_\_\_ per

2. \$ \_\_\_\_\_ per

3. \$ \_\_\_\_\_ per

4. \$ \_\_\_\_\_ per

**Submitted by:**

Authorized  
signature: \_\_\_\_\_

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

Name and title:  
(Type or print) \_\_\_\_\_

On behalf of:  
(Name of Bidder) \_\_\_\_\_

Bidder's address:  
(Please give Street  
and Mailing address  
if different) \_\_\_\_\_

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

Bidder's  
Fax Number: \_\_\_\_\_

Bidder's contact's  
email address: \_\_\_\_\_

## **STANDARD TERMS AND CONDITIONS**

**(Bids are subject to the terms and conditions herein.)**

**1. BID SUBMITTAL/SIGNATURE:** Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Only bids submitted on bid forms furnished by the Institution will be considered. Purchase orders will be issued to the firm name appearing on the bid.

**By signing this bid where indicated, the bidder agrees to strictly abide by all state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.**

**2. BID OPENINGS:** *Electronic Bids* are to be received no later than the specified date and time., on the bid form. All bids received after that time will not be opened or considered.

**3. BID WITHDRAWAL:** No bid shall be altered, amended or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered only upon written request of the bidder.

**4. FAILURE TO BID:** Failure to bid without advising the Institution that future invitations for bids are desirable may result in removal from Institution's bidders' list covering this category of items. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered.

**5. DISCOUNTS:** Discounts other than "Time" or "Cash" offered should be deducted from the unit price. Time in Connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received, whichever is later.

**6. SPECIFICATIONS:** Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify the Institution's ITB/RFQ Coordinator whenever specifications/procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the ITB/RFQ Coordinator at least three (3) working days prior to the bid opening. The articles on which the bids are submitted must be equal or superior to that specified. Informative and Descriptive Literature: The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid. Unless otherwise stated you may bid any brand that meets or exceeds the quality of items specified. Specifications as indicated are minimum. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.

**7. SAMPLES:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.

**8. TIME OF PERFORMANCE:** The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.



9. **TAXES:** Federal Excise and State taxes are applicable Tennessee State university is a tax exempt Institution and cannot extend their tax exempt status. Vendors making improvements or additions to, or performing repair work on real property for Institution are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

10. **MISTAKES:** Contractors are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at the Contractor's risk. No erasures permitted. In case of error in the extension of prices in the bid, the unit price will govern. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.

11. **TRANSPORTATION AND DELIVERY:** Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.

12. **CONDITION AND PACKAGING:** Unless otherwise specified, it is understood and agreed that any item offered or shipped on this bid shall be new (unused current production model at time of this bid), that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

13. **INSPECTION OF PURCHASES:** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. Institution shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Institution to use nonconforming materials, an appropriate reduction in payment may be made.

14. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. **DELIVERY HOURS:** 8:00 a.m. to 12:00 Noon and 1:00 p.m. to 4:00 p.m., MONDAY through FRIDAY. Legal holidays excluded.

15. **AWARDS:** As the best interest of the University may require, the right is reserved to reject any and all bids and to waive any technicality in bids received. The University may accept any item or group of items unless the Contractor specified to the contrary. A "Purchase Order" when furnished the successful Contractor shall result in a binding contract without further action by either party.

16. **DEFAULT OF SELECTED VENDOR:** In case of vendor default, the Institution may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.

17. **ADDITIONAL INFORMATION:** If you require additional information, address your request Via e-mail to the project manager managing the project. Give us the date of bid opening and bid number. Such information must be cleared prior to bid opening.

18. **PAYMENT:** Payment will be made by the University after the items awarded to a vendor have been received, inspected and found free of damage and defect. Invoice date shall not proceed the date of shipment of order.

19. **ACCEPTANCE AND AWARD.** The Vendor agrees and understands that the Director of Facilities Management reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid in the best interest of the University. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the Director of Facilities Management.

a. Contracts and purchases will be made with the best, responsive, responsible qualified Contractor, providing all terms, conditions, specifications and requirements have been met.

b. The Institution reserves the right to order up to 10% more or less than the quantity listed in the bid.

c. If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have sixty (60) days to accept.

d. A written purchase order mailed or otherwise furnished, to the successful bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written Institution consent.



e. **Use of Services by Others State Institutions:** The successful bidder agrees to allow other Tennessee Board of Regents (TBR) System Institutions and the University of Tennessee (UT) System Institutions to "Piggyback" off the contract and ITB by entering in to separate contract and same terms and conditions. Price will be negotiated at the time of mutual agreement as to specific requirement(s).

**20. ALTERNATE BIDS:** Alternate/Multiple bids are not acceptable unless specifically call for in the bid.

**21. BOND FOR PERFORMANCE:** The University reserves the right to require the successful Contractor to furnish security, free of any expense to the State or the University, a guarantee for faithful performance.

**22. BID LIMITATIONS:** The bid of any vendor that contains a limitation of remedies clause, without exception, shall be cause for rejection.

**23. INSPECTION:** All vendors have the right to inspect the bid file, prior to award, and upon completion of bid evaluation. Interested vendors should make this fact known in writing when submitting their bid. Failure to do so will not be a basis for complaint. Upon request, a reasonable opportunity to inspect the bid file will be provided. Vendor will be notified when bid file is ready. Date and time will be established by the University and once established cannot be waived.

**24. COPYRIGHT/INFRINGEMENT/LICENSED PRODUCTS:** Vendor must be an authorized dealer to sell copyright/licensed products offered under this bid.

**25. NONDISCRIMINATION:** The Institution and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

**26. PROHIBITIONS/TENNESSEE LAW/AUDIT:** Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA §12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and the Institution's purchase order. The contract shall be governed by Tennessee law. For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.

**27. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.



## **General Requirements and Instructions to Bidders:**

1. Contractor to provide all the necessary labor, material, equipment, and supervision needed to repair/replace concrete for the Student Success Center. For bid documents go to <http://www.tnstate.edu/facilities/projects.aspx>. A hard copy of the complete scope of work and drawings are available in The Department of Facilities Management.
2. The interpretation of the specifications of this ITB will be responsibility of the University.
3. The University reserves the right to accept all, part or any combination thereof of the ITB submitted in its best interest.
4. The University reserves the right to further negotiate after bids are opened with any potential Contractor, if such is deemed necessary, in the discretion and best interest of the University.
5. The university reserves the right to a one (1) year renewal option not to exceed an aggregate of sixty months from the date of the award.
6. A Purchase Order may be issued after evaluation of all bids to the best, responsive, responsible qualified contractor, providing all terms, conditions, specifications and requirements have been met.
7. Bid prices must be good for 180 days from date of opening.
8. Contractor to indicate earliest delivery date.
9. A schedule detailing how the work will proceed must be submitted within one week after award. Contractor shall allow for ten (10) working days duration for Architects and Engineers review. Successful Contractor to submit shop drawings two (2) weeks after award.
10. **References:** Contractor to provide a list of three (3) customer references for completed projects similar to the proposed project.
11. **Qualifications:** Contractor to provide copies of all licenses, certification and insurance that will allow for work in the State of Tennessee. Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended, codified in Tennessee Code Annotated Sections (TCA §) 62-6-101, et seq. A contract will not be awarded that conflicts with state licensing law.

In compliance with TCA § SO-9-114(a), potential bidders are advised that the Owner does not operate a certified drug-free workplace program providing for testing.

Bids submitted for this project shall not include a contractor or subcontractor that has been disqualified from participating in State construction projects under the supervision of the State Building Commission. As a matter of public record, the State Architect maintains a list of those that have been disqualified, and the Owner endeavors to include a current copy of that list in Bidding Requirements for its projects as Information Available to Bidders. Failure to include a current list shall not negate the effect of disqualification.

**12. On-Site Visit:** An on-site visit and pre-bid meeting is scheduled for **Monday, May 2, 2012**

The contractor shall visit the jobsite to inform him/herself of the conditions under which this work must be performed. No subsequent allowance will be made in his/her behalf because of error on his/her part for failure to visit the site and obtain the necessary information to completely estimate all work involved. Contractor to e-mail the name and telephone number of the individual who will attend the on-site visit.

**13. Delivery of Bid**

The prospective Contractor is to E-mail its proposal to this ITS. The subject line should include the name of the project i.e. (Bid concrete Cleaning). Proposals received after the specified time and date will be returned unopened. A" responses, inquiries or correspondence submitted in reference to this ITB and any other documentation provided by any prospective Contractor will become the property of the University and will not be returned, whether or not a contract is consummated. Proposal will be delivered to:



Tennessee State University  
Facilities Management  
Attention Marlah Green  
E-mail address: mgreen2@tnstate.edu

#### 14. Preparing the Bid

1. Bids should be prepared simply and economically, providing a clear and concise description of Contractor's capabilities to satisfy the requirements of the ITS. Emphasis should be placed on completeness and clarity of content.
2. Bids should be made in the official name of the firm or individual under which business is conducted, showing official business address.
3. Each prospective Contractor must furnish all information required by the ITB to be considered, including the submission of any material pertaining to the proposed services.
4. The bid is offered to the Contractor to whom it is addressed and may not be transferred to any other Contractor.

#### 5. Base Bid

Contractor to supply as base bid a cost to complete the full scope of work outlined in the Project Manual and Drawings for the (Student Success Center Concrete Repair/Replacement). **See Project Manual and Drawings Document link: <http://www.tnstate.edu/facilities/projects.aspx>**

#### 6. Alternates

Contractor is encouraged to submit Alternates to the base bid. Alternates shall not be included in the Base Bid and must be listed separately. **The University reserves the right to accept all, part or any combination or waive any irregularities, for any or all Alternates, which will serve in its best interest.**

#### 7. Wage Rate Requirements

All laborers and mechanics employed by pursuant to this contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and Related acts contained in 29 CFR 1,3, and 5 herein incorporated by reference.

#### 8. Subcontracts

If contractor enters into one or more subcontracts for any of the services performed under this contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this ITB.

9. Procurement Requirements documents included or referenced in this bid provide available information that was prepared solely for Designer's use in design of this work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.

10. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.

11. The following statement is (mark the one that is applicable) The Bidder and/or any of the Bidder's employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.

True ☐ False ☐



12. This Bidder has received the following addenda:

Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

13. Any questions regarding interpretation of the ITB, or any of its provisions, or any questions to be considered by the University must be placed in writing and e-mailed to the Project manager responsible for the project.

14. The University will respond only in writing to all questions and inquiries. A written response will be furnished to the requester and all other participants who submit a letter of intent. An official record of all such communications will be maintained and available for inspection in the Planning Design and Construction department. Under no circumstances will the University accept responsibility if a Contractor bases any portion of its response on information obtained outside of this procedure. Proposal specifications may not be verbally changed.

15. Any person or firm making unauthorized contacts with employees, officers, or agents of the university on matters pertaining to this ITB will be disqualified from bidding and any bid documents submitted will be returned.

16. **BID SECURITY:** Bid Security are required on all bids greater than \$50,000 in the amount of five percent (5%) of total amount bid, including alternates, made payable to State of Tennessee. Bid Bonds shall be issued by Surety company licensed to do business in Tennessee by Tennessee Department of Commerce and Insurance, and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached.

Checks shall be certified or cashier's, payable in U.S. Dollars drawn on a U.S. bank. Bid security submitted in the form of a check is deposited by the Owner until conditions for a refund are met, and then refunded in accordance with normal State requirements for prompt payment. In order to obtain such a refund, the bidder must submit a completed Substitute W-9 Form, using the form of Section 00 54 35, within 30 days of the bid opening. Bid Security that has been deposited is valid for only the one bid, and is not transferrable to another bid.

Owner may retain Bid Security of bidders to whom award is being considered until either: 1) Contract has been executed; 2) specified time has elapsed so that bid is not binding; or, 3) bid has been rejected. If Bidder refuses to enter into Contract or fails to furnish a" required attachments properly executed, the amount of bid security shall be forfeited to Owner as liquidated damages, not as penalty.

#### 17. Pro Forma Contract

Agreement form will be the Standard Form of Agreement Between Owner and Contractor included in this Project Manual. The following information and provisions will be filled in prior to the presentation of the Agreement form to Contractor by Owner: 1) Contracting Agency, Contractor, Project, and Designer will be identified on page one; 2) A full enumeration of the Contract Documents which make up the Agreement will be provided in Article 1; 3) Provisions for Contract Time and Liquidated Damages will be incorporated in Article 2; 4) The Contract Sum and the basis upon which it is determined, and Unit Prices proposed as a part of the successful bid which are accepted by the Owner, will be stated in Article 3, and; 5) The signature page will provide for a single signature by the Contractor, and will provide for the several signatures on behalf of the Owner as required by law and policy.

If the Contract Sum exceeds \$100,000, the successful Bidder shall provide Contract Bond in the amount of one-hundred percent (100%) of the Contract Sum, and a Three Year Roof Bond, if and as stipulated in the Bid Form. Bonds shall be provided in accordance with paragraph 11.5 of the Conditions of the Contract and paragraph 17.2 below on the Owner's standard bond forms included in this Project Manual.

18. **LIQUIDATED DAMAGES and TIME:** Time for completion and amount of liquidated damages are \$150.00 per day.

19. **Minority Participation:** It is the express desire of the Institution to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition, or renovation of Institution projects under jurisdiction of the Institution. The Institution acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the Institution in achieving its goals in building a more reflective marketplace of the community within this state. The Institution will require the successful bidder to report to the Institution the names and amounts of contracts entered into with minority-owned businesses on Institution projects in order for the Institution to collect data on such participation, as set forth in the Conditions of the Contract.



20. Failure to respond to all requirements may result in disqualification.

21. **Use of Services by Others State Institutions:** The successful vendor agrees to allow other Tennessee Board of Regents (TBR) System Institutions and the University of Tennessee (UT) System Institutions to "Piggyback" off the contract and ITB by entering in to separate contract and same terms and conditions. Price will be negotiated at the time of mutual agreement as to specific requirement(s).

Enclosures:

# SSC Concrete Porch Repair/Sidewalk Installation

---

## Scope of work:

Provide all material, labor, equipment samples, shop drawings, engineering, layout, insurance, taxes, permits, compliance with all agencies. All other services and facilities and other services necessary for the performance of the work as shown, detailed and or implied by the contract documents required to **repair/replace concrete porch and sidewalks for the Student Success Center.**

1. Demo/remove existing the existing Crab Orchard Flagstone and grout from the front porch of the SSC Building.
2. Demo/remove existing sidewalk/landing from the West Entrance.
3. Demo/remove all broken stone from concrete wall.
4. Demo/remove concrete ramp.
5. Demo/ remove all concrete stairs that cannot be infilled/repared.
6. Form/ pour new concrete slab porch with crushed stone base. (Thickness of slab/base to be determined after flagstone removal)
7. Form/pour new concrete sidewalk/landing at the West Entrance. (Sidewalk shall be 4" min. thickness w/4" crushed stone base.)
8. Install new stone stairs in –place of non-repairable stairs.
9. Install new flat stone on wall in locations where stone was removed. (Match existing)
10. Inspect all grout joints in between stairs. Remove/replace with new grout, if necessary. (Provide a lineal foot allowance of 30lf for removal/replacement of grout.)
11. Contractor to provide any lifting equipment needed to perform work.
12. Contractor may perform site visit no exceptions will be made for failure to observe conditions.

## Contractor to install and provide the following:

- Construct joint true to line with faces perpendicular to surface plane of concrete
- Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as foundation walls and other locations, as needed.
- Concrete walks and pads shall have a broom finish unless otherwise noted. All concrete shall be 3,000 P.S.I. Unless otherwise noted, curb ramps and sidewalk slops shall be constructed in accordance with all current local requirements.
- Control Joints: Placement of joints will be determined in field.



## GENERAL PROVISIONS

- A. The Contractor shall furnish to Tennessee State University all labor, material and equipment necessary to remove/install all concrete work and in accordance with scope and specification for this project and the following specifications:
- B. These sections of specifications and corresponding drawings form a complete set of documents for the mechanical work of this project, and neither is complete without the other. Any item mentioned in one shall be as binding as though mentioned in both.
- C. This Contractor shall visit the site and inform himself of the conditions under which this work must be performed. No subsequent allowance will be made in his behalf because of error on his part for failure to visit the site and obtain the necessary information to completely estimate all work involved.
- D. It is the intent of these plans and specifications to form a guide for a complete SSC Concrete Repair/Sidewalks installation. Where an item is reasonably necessary but not specifically mentioned, such as check valves, unions, fittings, hangers, etc., necessary for a complete system, the Contractor shall furnish same without additional cost to the University.
- E. The exact location of the entire SSC Concrete Repair/Sidewalks installation shall be governed by the plans and/or specifications. The Department of Facilities Management reserves the right to make any reasonable changes (approximately 6') in the location of fixtures and/or equipment prior to the roughing without additional cost to the University.
- F. This Contractor shall carefully examine the plans and specifications to thoroughly familiarize themselves with all items which may require mechanical connections and coordination with the Facilities Management Department.
- G. Work installed not in compliance with the plans and specifications and without properly checking and coordinating as specified above shall, if necessary, be removed and properly reinstalled by the Contractor without additional cost to the University. The Department of Facilities Management shall be the mediating authority in all deviating and conflicting disputes arising on this project.
- H. Any routine or unnecessary damage caused by this contractor due to the installation of the SSC Concrete Repair/Sidewalks, brought about through carelessness or lack of coordination, shall be corrected by this contractor in a manner satisfactory to the Department of Facilities Management without additional cost to the University..
- I. No deviations from the plans and specifications shall be made without the full knowledge and consent of the Department of Facilities Management. Should the Contractor find at any time during the progress of the work that in his judgment existing conditions make desirable a modification of the requirements of any particular item, he shall report such items promptly to the Department of Facilities Management for decision and instructions.



- J. All materials used in carrying out these specifications shall be American made unless specifically called for otherwise and shall be new and bear the UL label when such labels are available. All materials shall be the highest class throughout. The plans and/or specifications indicate the name, type, or catalog numbers of materials and equipment to be used as "standards". All proposals shall be based on standards specified.
- K. Special attention is called to the fact that immediately after the [SSC Concrete Repair/Sidewalks](#) contract has been awarded the Contractor shall submit to the Department of Facilities Management for approval complete brochures of all materials, fixtures and equipment that he proposes to use in his work giving the names of manufacturers, trade name and catalog numbers. In the event that within the time stated above, the Contractor fails to submit the above brochures, the Department of Facilities Management reserves the right to select a full line of materials, fixtures and equipment; which selection shall be binding upon the Contractor for these materials, fixtures or equipment as the case may be and shall be used in his work. The above brochures shall be submitted and approved before any materials are installed.
- L. This work shall be done at all times under the supervision of competent mechanic specifically qualified in [SSC Concrete Repair/Sidewalks](#) installations and shall be of the highest class throughout.
- M. All equipment and materials shall be protected at all times. Equipment shall be covered or otherwise protected against damage from water, dirt, chemicals and mechanical injury. After Plaster is permanently installed, they shall be completely protected against damage or the depositing of any waste or material therein until the system is accepted.
- N. The Department of Facilities Management will provide periodic observations of the progress of work specified herein. The purpose of the observation is to insure compliance of the Contractor's work with the plans and specifications. The Facilities Management Department will also observe certain tests required of the Contractor as are called for in other portions of the specifications.
1. It should be understood that the plans and specifications represent the work to be done by this Contractor in view of the total project requirements.
- O. **Warranty Guarantee:** The right is reserved by Tennessee State University to accept or reject any part of the installation which does not successfully meet the requirements as set out in these specifications. The [SSC Concrete Repair/Sidewalks](#) Contractor shall and hereby does warrant and guarantee that all work installed under these specifications shall be free from defects in workmanship and materials for a period of one (1) year from the date of substantial Completion. The above party further agrees that he will repair and replace any defective materials or workmanship which becomes defective within the term of this warranty-guarantee.
- P. **Waivers of Claims and Liens.** Subcontractor shall provide, for itself and from its subcontractors and suppliers, any release or waiver of liens and claims required by the Prime Contract. In addition, with each Application for Payment, Subcontractor shall



provide satisfactory evidence that it has paid its laborers, suppliers, and subcontractors for all work, equipment, and materials furnished through the date of the previous Application for Payment.

- Q. Termination for Default. If Subcontractor fails to commence and satisfactorily continue correction of any Event of Default within three (3) days after notification from Contractor as provided for above, then Contractor may, in addition to any other remedies, give a second notification to Subcontractor stating that if Subcontractor fails to commence and satisfactorily continue correction of the Event of Default within seven (7) days after the second notification, this Subcontract may be terminated. Upon termination, Contractor may, at its option: (a) take possession of, for the purpose of completing the Work, any or all supplies, tools, materials, work-in-progress, finished work and other items purchased, fabricated, constructed, acquired, or used by Subcontractor for the Work; (b) require Subcontractor to assign to Contractor any of Subcontractor's subcontracts or purchase orders involving the Work; and/or (c) either itself or through others complete the Work by any means that Contractor deems expedient.

#### CODES AND STANDARDS

- A. The entire Concrete/ Sidewalk installation shall be made in strict accordance with the requirements of any city, county, state or federal codes having jurisdiction, including the latest edition of the international Building code and any amendments pertaining thereto.
- B. Should any work shown on the drawings or herein specified be construed as being contrary to, or not conforming to, the aforementioned codes, such alleged confliction shall be brought to the attention of the Department of Facilities Management in sufficient time prior to bid date for review, so that such points in question may be approved and/or corrected by Facilities Management. All work shall be installed in strict conformity with the applicable codes without additional cost to the University.

#### MAINTENANCE OF EXISTING FACILITIES

- A. This Contractor's attention is called to the fact that all existing facilities must be maintained during the University's normal school hours. Any interruption of services shall be coordinated with, and approved by, the Department of Facilities Management.
- B. Any overtime necessary for transfer of services beyond the University's normal working hours shall be included in the base bid.
- C. Parking is only allowed in designated parking lots. All contractors will be required to pick up a parking pass from Tennessee State University for the duration of the project.

**ATTACHMENTS  
(PICTURES)**





Remove chipped  
stones/replace with  
new stone.





Demolition near  
accessible ADA  
Ramp





Demo/Remove all  
fieldstone





Repair/replace all  
stone stairs.





Repair/mill  
chipped pieces on  
surface





Replace entire slab  
if repair is not  
possible





Demo/Service  
Landing





Remove existing  
landing, demo  
existing sidewalk,  
install new landing/  
sidewalk according  
to ADA Guidelines