

**AUSTIN PEAY STATE UNIVERSITY**  
**Special Bid Terms and Conditions for On-Site Contractors**

**General Conditions:** General and Special University Bid Terms and Conditions are to be considered as a part of these specifications and conditions when a notice to proceed (Purchase Order) is issued.

**Bid Bond:** When specified, all bids shall be accompanied by a bid guaranty in the form of a bid bond in the amount of five percent (5%) of the total amount bid, including alternates. The surety company issuing the bond shall be licensed to do business in the State of Tennessee by the Tennessee Department of Commerce and Insurance, and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached. The bid guaranty of the successful bidder will be retained until a satisfactory performance bond has been furnished. The bid guaranty of each unsuccessful bidder will be returned immediately after the award has been made.

**Contract Bond:** If the bid exceeds one hundred thousand dollars (\$100,000.00) the successful bidder shall provide a bond covering faithful performance of the contract in the amount of one hundred percent (100%) of the contract sum... The bond shall be executed on the State of Tennessee Standard Bond Form. The surety company issuing the bond shall be licensed to do business in the State of Tennessee. The attorney-in-fact who executes the bond on behalf of the surety shall be a resident of the State of Tennessee, and shall attach to the bond a certified and current copy of his power of attorney.

**Surety Bond:** Pursuant to Tennessee Code Annotated § 12-4-201, contracts awarded over ten thousand dollars (\$10,000.00) require a surety bond to pay for all labor and material used by the general contractor or by any immediate or remote subcontractor under him. The bond shall be for twenty five percent (25%) of the contract. The surety company issuing the bond shall be licensed to do business in the State of Tennessee. The Attorney-in-fact who executes the bond on behalf of the surety shall be a resident of the State of Tennessee, and shall attach to the bond a certified and current copy of his power of attorney. (TCA §§ 12-4-201 - 12-4-206).

In lieu of the bonds specified above; cash, certified checks, United States treasury bonds, United States treasury notes, United States treasury bills, obligation bonds of the State of Tennessee, assigned nontransferable certificates of deposit and irrevocable letters of credit may be substituted for said bonds.

**Licensing:** A bidder whose bid is equal to or exceeds \$25,000 and a subcontractor doing work in HVAC, plumbing or electrical classifications of work where the subcontract is equal to or exceeds \$25,000, must be licensed in accordance with Tennessee Code Annotated § 62-6-119, et seq. The contractor's license number, expiration date and license classification must appear on the outside of the bid envelope for all bids equal to or exceeding \$25,000.

**Occupational Safety and Health Acts:** The contractor is required to comply with the Tennessee occupational safety standards and all other applicable national, state and local safety codes.

**Fees, Permits, etc:** Fees and permits required by the state, county or city, as applicable, for the work done by the Contractor shall be secured and such fees and cost paid by the contractor.

**Materials:** Only provide materials, equipment and supplies that meet or exceed applicable national, state and local building codes, including but not limited to; fire, electrical, plumbing and structural codes. Do not furnish materials, equipment and supplies that are currently defined as hazardous materials or products that contain concentrations of a material which would require adherence to applicable hazardous waste regulation. Where the Specifications or current technology give no other option than to provide a material or product which contains a non-complying or hazardous material, Bidders shall indicate on their bids such item or items and furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the qualities of the product(s) offered.

**References Required:** Upon request, bidders shall list in the Vendor Data Section the names, addresses, contact person and telephone numbers of at least five owners of facilities that have had similar work performed.

**Examination of Site:** Bidders are requested to visit the site and inform themselves of all conditions. Failure to visit the site will in no way relieve the successful bidder from the necessity of completing the work in accordance with the conditions and intent of the drawings and/or specifications.

**Coordination of Work:** The contractor shall contact the owner before commencing this project and shall closely coordinate and schedule all activities with the owner.

**Work to be Accomplished in a Professional Manner:** All work to be accomplished in a professional manner and in accordance with the general standards of the trade. The contractor shall agree to keep in charge of the work an experienced and competent foreman at all times.

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**Standards of Work:** In the absence of specifications in any division or manufacturer's written instructions, installation of materials products, equipment, etc., shall be performed according to published standards of nationally recognized organizations of the trade involved.

**Completion Time:** Desired completion time for this job shall be as shown on the Request for Quotation, effective upon award date of contract. Indicate number of calendar days you would require to complete job/order after award of contract in the space provided on the Request for Quotations.

**Default:** All work is to be completed as mutually agreed by and between the University and the contractor. Failure to complete work (including clean-up) by the mutually agreed date shall be deemed as a breach of contract.

**Insurance:** The contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workman's Compensation, Public Liability and Property Damage Insurance, including Contractual Liability Coverage. All insurance shall be by insurers and for policy limits acceptable to the Owner and before commencement of work hereunder the Contractor agrees to furnish the Owner Certificates of Insurance or other evidence satisfactory to the Owner to the effect that such insurance has been procured and is in force. The Certificate shall contain the following express obligation:

"This is to Certify that the policies of Insurance described herein have been issued to the insured to whom this Certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the Certificate holder, thirty (30) days prior written notice will be given the Certificate holder."

For the purposes of the contract, the contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Employer's Liability Product Liability Bodily Injury Liability Except Automobile Property Damage Liability Except Automobile Bodily Injury Liability Automobile Property Damage Liability Excess Umbrella Liability	) As Required by Excess Umbrella Liability Policy for Underlying Coverage ) ) ) ) ) \$1,000,000 Each Occurrence

**Acceptance of Final Payment as Release:** The acceptance of final payment shall operate as are lease to the owner of all claims and all liability to the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the contractor or his sureties from any obligation under the contract or performance bond.

**Clean Up and Safeguards:** At all time during the progress of the work, remove and keep surrounding areas clear of all rubbish, trash and debris. Remove any stains, spots and marks from all surfaces. Provide guards, lights or other necessary safeguards for the protection of the public, students and property. The safeguards during construction shall be in conformance with local, state and national codes as applicable. Contractor is responsible for disposal of such scrap as may accumulate during process of work unless otherwise noted.

**Defects Due to Faulty Workmanship:** Contractor shall warrant the general construction work to be free of defects in workmanship and materials for a period of one (1) year from date of occupancy by owner.

**Change Orders:** All change orders must be in writing and approved by the issuer of the original order prior to the initiation of any work deviating from the basic contract. Any changes that are found necessary to meet some particular condition encountered in the field may be made upon agreement between owner and contractor. The contractor is required to inspect the job site and existing conditions before bidding.

Such agreement reached during the course of construction shall be subject to the following: The cost or credit to the owner resulting from a change in the work shall be the actual, verified cost of the work, plus ten percent (10%) overhead and 5 percent (5%) profit, with an additional 5 percent (5%) going to the contractor when a subcontractor does the work.

**Restoration of Work Area:** It will be contractor's responsibility to repair all damage caused by him to include the complete repair and painting, if necessary, of all damaged areas. All such work will restore the areas to the same condition they were prior to the start of work.

**Warranty:** State in your bid the warranty available on items so specifying, including what it covers and the

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length of the warranty.

**Work Schedule:** Any work done against a contract issued as a result of this bid, shall be performed during regular University working hours; approximately 8 a.m. to 4 p.m., Monday through Friday - scheduled holidays excluded unless SPECIFICATIONS provide for deviation or such deviation is required to expedite a particular project and is approved by the proper University authority.

**Inspection and Guarantee:** All materials used shall be new and first class materials unless other specified, and all work performed shall be of first class workmanship performed by skilled mechanics in their respective trades, in a professional manner and in accordance with the general standards of the trade.

All work shall be inspected by University representatives and unacceptable or shoddy work shall be redone or repaired at the expense of the contractor.

University inspectors shall be authorized to call to the attention of the contractor to any failure of the work or materials to conform to the requirement for first class materials and/or workmanship. They shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the director of physical plant or his designee.

Contractor will be held responsible for any repairs due to defects in materials and workmanship for a period of one year from date of acceptance of the job by the University.

**Utilities:** The University shall furnish to the contractor without charge, as needed, any steam, electricity, water, or gas. However, the contractor must make all connections to existing services and remove same at the end of work. Contractor is to make arrangements with University's physical plant regarding utility needs.

**Parking:** Parking space and temporary permits shall be issued to the contractor by the owner for any necessary vehicles and equipment. Arrangements shall be made with the University Physical Plant prior to moving in on the site.

**Toilet Facilities:** Only those toilet facilities designated by the University's project coordinator may be used by contractor's personnel.

**Competency of Bidders:** Owner will not award a contract to a bidder who does not furnish upon request satisfactory evidence that he has necessary ability and experience in work of this character, and necessary financial resources, facilities and plant to enable him to execute same successfully and promptly, and complete it within the time required by contract.

**Use of Premises:** Contractor shall limit his activities to area defined on plan and to such other areas as may be authorized by the owner in writing.

**Barricades, Warnings Signs and Lights:** Comply with recognized standards and code requirements for the erection of substantial structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics, and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed including flashing amber lights where appropriate.

**Adjoining Premises:** Contractor shall take precautions to avoid damage to adjacent buildings, facilities or utilities, and carry out any necessary temporary and/or permanent repairs for which he is legally liable.

**Laying Out Work:** Before ordering any material or starting any work which may be affected by adjacent or connected work of others, the contractor shall verify measurements at the site and shall be responsible for the correctness of same. No extra charge shall be allowed on account of difference between actual measurements and the dimensions indicated on drawings. Do not scale drawings.

**Protection of Work:** Contractor shall protect excavations, trenches, and other construction from damage by water from any source, and shall provide any pumps, enclosures and/or other equipment to provide this protection. Contractor shall remove water, snow and ice as required for proper protection and/or progression of the work. Contractor shall cease work and notify Owner if weather condition makes it impossible to continue work in spite of precautions. Contractor shall provide protection against weather so as to maintain work, materials, apparatus and fixtures from damage.

**Existing Utilities:** Contact owner to field locate existing utilities including, but not limited to, electrical, telephone, water, gas, sanitary and storm sewers. Excavate using hand tools in close proximity to utilities. Protect existing utilities from damage. If damaged, repair or replace the utility to utility owner's satisfaction

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**Storage of Material:** The contractor shall maintain adequate protection of work from damage. The contractor shall handle materials as directed by the manufacturer and in such a manner that stored materials may be inspected. The contractor is responsible for his work or materials from date of the agreement until final payment is made. When any area in the project is used as a shop or storeroom, the contractor is responsible for any damage resulting from such use. Materials and workmanship found defective in any way contrary to the contract documents may be rejected by the owner no matter what the phase of completion it may be.

**Use of Other Contractors:** The University reserves the right to award to more than one contractor in the event that more jobs are required for simultaneous work than can be promptly performed by one contractor. The University shall be the final determiner as to which respective jobs will be offered to several contractors after consultation with the lowest bidder and analysis of its ability to perform the job within the required time frame.

**Sub Contractors** The University reserves the right to approve all subcontractors used under this contract arrangement. Upon request, the subcontractor may be asked to furnish satisfactory evidence as to ability, experience, facilities, plant, and financial resources.

**Pre-Construction Conference:** A pre-construction conference shall be arranged with the director of physical plant or his designee, at which time all instructions and conditions will be reviewed and agreed upon. This may include methods, techniques, and installation procedures, sequence of operations, material quality and equipment. All work to be done in accordance with plans and specifications of physical plant administration.

**Termination:** The contract may be terminated by the University at its option in the event of inability of the contractor to perform the work required, or to provide adequate progress toward completion of the required work, or due to the lack of available funds.

**Questions:** Questions concerning this Request for Quotations should be referred to the Purchasing office and specifications on the Request for Quotation MAY NOT be changed without the written approval of the Purchasing Office.