TOWN OF ATOKA

CALL FOR BIDS

TOWN PROJECT NO. 11032026

Water System Zone Meters

ISSUE DATE:	Tuesday November 3, 2026
ISSUED BY:	Town of Atoka 334 Atoka-Munford Avenue Atoka, Tennessee 38004 Website: www.atokatn.gov
PROJECT CONTACT:	Clark Coleman, P.E., SSR, Inc. ccoleman@ssr-inc.com Phone: (901) 233-0256
BIDS DUE:	Friday, November 20th, 2026 9:00 A.M. Central Time

ADVERTISEMENT FOR BIDS

CALL FOR BIDS

The Town of Atoka will receive sealed bids for the following:

Water System Zone Meters

The Town of Atoka invites sealed bids from qualified bidders to install a series of water system zone meters as described in the project plans.

Bids will be received at the following address:

Town of Atoka
ATTN: Rachel Covarrubias, Town Recorder
334 Atoka Munford Avenue – Atoka, TN 38004 until
9:00 A.M. November 20, 2026

All bidders must be licensed contractors to perform the type of construction herein described and as required by Tennessee Code Annotated. Acceptable contractor classifications are: HRA and MU.

Bid opening will occur immediately at 9:00 A.M. on the submission date. Any bids received after the scheduled submission deadline will be returned unopened to the bidder. Faxed bids will not be accepted.

Copies of the Call for Bids packet are available by contacting the Project Contact, Clark Coleman at ccoleman@ssr-inc.com or (901) 233-0256.

The Town of Atoka is an Equal Opportunity Provider and Employer. The Town encourages Minority-owned Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) to submit qualifications.

The Town of Atoka reserves the right to accept or reject any bid, in whole or in part, and/or all proposals, and to award the bid in any manner deemed to be in the best interest of the Town.

TOWN OF ATOKA, TENNESSEE

Water System Zone Meters

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. Defined Terms:

1.1. The term "Town" means the Owner, the TOWN OF ATOKA.

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 "Work" means the preparation, completion and clean-up of all aspects required under the contract.

2. Bidding Documents:

2.1. Complete sets of the Bidding Documents may be obtained from the Project Contact, Clark Coleman at ccoleman@ssr-inc.com or (901) 233-0256.

2.2. Complete sets of Bidding Documents must be used in the preparations of bids. The Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.

2.3. The Town, in making copies of the Bidding Documents available on the above terms, does so only to obtain bids on the Work, and does not confer a license or grant for any other use.

3. Qualifications of Bidders:

3.1. Bidders must be licensed contractors in the State of Tennessee as required by Title 62, Chapter 6 of the Tennessee Code Annotated if the bid being submitted is in excess of $25,000.

3.2. 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, including contractors and business license.

4. Examination of the Contract Documents and Project Sites:

4.1. It is the responsibility of the Bidder to:

1. Thoroughly examine the Contract Documents, 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.

2. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work,

3. Study and carefully correlate the Bidders observations with the Contract Documents, and

4. Notify the Engineer of all conflicts, errors or discrepancies found in the Contract Documents.

4.2. 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.

5. Interpretations and Addenda:

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to the Project Contact identified on the cover of the Bid Document.

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded as having properly requested and received the Bidding Documents.

5.2. Questions received less than six days prior to the bid opening date may not be answered.

5.3. Only questions answered by formal addendum shall be binding. Oral or other interpretations or clarifications will be considered without legal effect.

5.4. Addenda may also be issued to modify the Bidding Documents as deemed necessary by the Town.

6. Substitute or "Equal" Items:

6.1. The Contract Documents reflect the preference of the Town for the products, materials and methods to be used in the accomplishment of the work. Where specific products, materials or methods are specified, it is done to establish a standard of quality, function, dimension or appearance, and is not to restrict competition. Other products, materials and methods may be used, if approved in advance by the Town.

6.2. The Contract, if awarded, will be on the basis of the products, materials and methods reflected in the Contract Document, or others that have been properly submitted, approved and issued to all Bidders by addenda.

6.3. The equality of any proposed substitution shall be determined by the Town, who shall be the sole judge.

6.4. No substitution shall be considered unless requested, in writing, and received by the Engineer at least ten days prior to the bid opening. Each such request shall contain the name of the proposed substitution and a complete description, including drawings, cuts, samples, performance and test data and an itemization of the specific differences from that specified.

6.5. Any and all approved substitutions shall be provided by addenda to all Bidders.

7. Subcontractors, Suppliers and Others:

7.1. No Contractor shall be required to employ any subcontractor or other person against whom the Contractor has a reasonable objection.

7.2. No Contractor shall employ a sub-contractor or other person against whom the Town has a reasonable objection.

8. Bid Form:

8.1. The bid form is included in the Bidding Documents.

8.2. All blanks on the bid form must be completed, either in ink or typewritten.

8.3. 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.

8.4. Bids by a partnership must be signed by all partners.

8.5. Bids must acknowledge the receipt of all addenda.

8.6. Bids submitted on uncompleted bid forms or bids, which contain conditions, can be deemed to be unresponsive and may be rejected.

8.7. Any unsolicited bid alternates may be ignored.

9. Submission of Bids:

9.1. Bids shall be submitted at or before the time indicated in the Advertisement and at the place therein stated. Bids sent through the mail shall be enclosed in a second envelope, both of which shall have the notation "Bid Enclosed" on the exterior.

9.2. All bids shall be enclosed in an opaque envelope, on the exterior of which, in addition to the notation "Bid Enclosed", is noted the name of the project, the time and place of the bid opening, the Bidder's name, license number, classification and expiration date.

9.3. Bid security in form of a Bid Bond or certified check in the amount of 5% of the bidder's proposed bid must accompany the bid. The Bid Bond is to remain in effect until (and will be returned only after) the contract has been fully executed and secured.

10. Modifications and Withdrawal of Bid:

10.1. Bids may be modified or withdrawn by an appropriate document executed and delivered to the place where the bids are to be submitted at any time prior to the opening of bids.

11. Bid Opening:

11.1. All Bids will be opened and, unless obviously non-responsive or otherwise irregular, read publicly aloud. All bids are then available for inspection by the public and the other Bidders.

12. Bids to Remain Subject to Acceptance:

12.1. All bids will remain subject to acceptance for thirty (30) days after the day of the bid opening.

13. Bonds:

13.1. The successful bidder shall execute a performance and payment bond in the amount of the contract award. The bond shall be subject to the approval of the Town of Atoka. A surety company licensed to do business in the State of Tennessee shall issue bonds.

14. Award of the Contract:

14.1. The Town reserves the right to reject any and all bids, to waive any and all informalities, not involving price, time or changes in the work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditioned bids. Also, the Town reserves the right to reject in whole or in part the bid of any Bidder if the Town when, in the Town's sole opinion, believes that it would not be in the best interest of the project or the Town to make an award either in whole or in part to that Bidder, whether because the bid is not responsive, the Bidder is not qualified, of doubtful financial ability, has a history of poor performance and/or difficulty with previous Town work, or fails to meet any other pertinent standard or criteria established by the Town.

14.2. In evaluating bids, the Town will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.

14.3. The Town may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for certain parts or portions of the Work.

14.4. The Town may conduct such investigations as the Town deems necessary to assist in the evaluations of bids and Bidders to establish the responsibility, qualification, and financial ability of Bidders, subcontractors, suppliers and other persons or organizations to perform the work.

14.5. The Town recognizes that award of the Contract is dependent on the availability of funding and, therefore, the Town makes no guarantees as to an award of a contract, to any Bidder. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the Town indicates to the Town that the award will be in the best interest of the Town.

14.6. The work is generally described as the Water System Zone Meters for which the Contractor shall furnish all labor and materials necessary to facilitate a finished product as described in the Contract documents. The Contractor shall also provide a one-year warranty on all materials and workmanship, which shall commence upon final acceptance of the work by the Town Engineer. All work will be inspected by the Town Engineer.

14.7. This project is to be constructed under the current version of the Town of Atoka Standard Specifications and applicable Tennessee Department of Environment and Conservation rules.

15. Signing of the Agreement:

15.1. 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 (5) business 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 (3) business days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.

16. Notice of Award:

16.1. The Town may give the Successful Bidder a Notice of Award at any time within thirty (30) calendar days from the date of opening of bids. The Successful Bidder shall begin the Work no less than fourteen (14) calendar days from the receipt of the Notice of Award or no less than ten (10) calendar days from the date of his receipt of the fully executed agreement, whichever is later.

17. Indemnity

17.1. 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.

18. Insurance

18.1. 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 here under 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.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	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	$2,000,000 each occurrence

TOWN OF ATOKA, TENNESSEE
Water System Zone Meters
Contractor's Proposal

Bid of:

_____

(Name of Bidder)

_____

(Address of Bidder)

organized and existing under the laws of the State of _____ and doing business as (indicate: "a corporation", "a partnership", "an individual", a "limited liability company" or otherwise, as applicable).

To: Town of Atoka, Owner
334 Atoka Munford Avenue
Atoka, TN 38004

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, services, and other necessary supplies in strict accordance with the terms and conditions of the plans, specifications and CONTRACT DOCUMENTS within the number of consecutive calendar days and at the prices set forth below for the construction of:

Project: Water System Zone Meters

By submitting this BID, BIDDER certifies that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER agrees, upon receipt of the NOTICE OF AWARD accompanied by the CONSTRUCTION CONTRACT and all required attachments, to cause same to be properly executed and returned to the TOWN OF ATOKA within fifteen (15) days thereafter. BIDDER further agrees, upon receipt of the NOTICE TO PROCEED, (i) to commence work on the PROJECT not later than the last date stated in the Notice to Proceed as to which the BIDDER may commence to proceed, (ii) to achieve Substantial Completion of the PROJECT within Ninety (90) consecutive calendar days after such date, otherwise, to pay the TOWN OF ATOKA as liquidated damages a sum as set forth in the project specifications for each consecutive calendar day thereafter as provided in the GENERAL PROVISIONS; and (iii) to complete all Punch List items within thirty (30) consecutive calendar days after the date of Substantial Completion, as such date is determined by the TOWN.

Technical Specifications:

1. Install water system zone meters and associated vaults and telemetry as shown in attached plans.

BIDDER acknowledges receipt of the following addenda (as applicable):

Addendum No. 1 _____ Dated _____

Addendum No. 2 _____ Dated _____

Addendum No. 3 _____ Dated _____

_____
(Name of Bidder)

By: _____

Title: _____

TOTAL BID PRICE OF Water System Zone Meters:

_____DOLLARS AND_____CENTS

BIDDER understands that the Town reserves the right to reject any or all bids and to waive any informality in bidding. Bidder further understands that the Town may not award all project priorities.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of THIRTY (30) 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.

Submitted by:

Contractor Name: _____ Date _____

Contractor Signature: _____ Date _____

Title: _____

Printed or Typed Name: _____ Date _____

Business Address: _____

_____

_____

Business Phone Number: _____

Business Email Address: _____

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.

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 ATOKA	CONTRACTOR
By: _____	By: _____
Title: _____	Title: _____
(SEAL)	(SEAL)
Attest: _____	Attest: _____
Date: _____	Date: _____

Address for giving Notices:

Town of Atoka
334 Atoka Munford Ave.
Atoka, Tennessee 38004