

The City of Gallatin Engineering Department is accepting bids for **Approximately 220 FEET of Bank Stabilization on Town Creek** . Bid packets may be obtained from the Gallatin City Hall, Purchasing Department, 132 West Main Street, Room 106, Gallatin, TN, 37066 or from our website @ www.gallatinonthemove.com. Bids are to be submitted no later than **Monday, July 23rd 2012 @ 2:00pm** in a sealed envelope clearly identified **"BID – BANK STABILIZATION ALONG TOWN CREEK UTILIZING GABION BASKETS – CITY OF GALLATIN."** , with the bid due date and time marked on outside of envelope. Mail or hand deliver bids to City Engineer, Room 204, City Hall, 132 West Main Street, Gallatin, TN, 37066 Any questions please contact J.R. Smith @ 615-451-5963.

CONTRACT DOCUMENTS AND SPECIFICATIONS
TDEC GRANT FOR
BANK STABILIZATION ALONG TOWN CREEK UTILIZING GABION BASKETS

CITY OF GALLATIN

ENGINEERING DIVISION
132 WEST MAIN STREET
GALLATIN, TENNESSEE 37066

DATE: _____

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INVITATION TO BID
&
INFORMATION FOR BIDDERS

SECTION A

INVITATION TO BID

Sealed bids will be received by the City of Gallatin in the office of the City Engineer, Room 204, City Hall, 132 West Main Street, Gallatin, Tennessee until 2:00 p.m. local time, 7-23-2012 , at which time they will be opened and read aloud for BANK STABILIZATION ALONG TOWN CREEK UTILIZING GABION BASKETS.

Plans, Specifications, Proposal Forms, and Contract Documents may be inspected at, and obtained from, the City Engineer's Office after 2:00 p.m. local time, 7-9-2012 or by downloading from the City's home page <http://www.gallatintn.us/> under "I Want To – Get-City Bid Information".

All bidders must be licensed contractors and eligible to bid Contracts in the State of Tennessee. The City of Gallatin reserves the right to reject any or all bids.

INFORMATION FOR BIDDERS

All bidders must satisfy themselves by personal examination of the locations of the proposed work, by examination of the Plans and Specifications and requirements of the work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. The City shall not be responsible for bidders' errors and misjudgments, nor any information on local conditions or general laws and regulations.

The Plans, Documents, and Specifications contain the provisions required for BANK STABILIZATION ALONG TOWN CREEK UTILIZING GABION BASKETS. No information obtained from any officer, agent, or employee of the City on any such matters shall in any way affect the risk or obligations assumed by the Contractor, or relieve him from fulfilling any of the conditions of the contract.

All bids must be made on the blank form of proposal attached hereto. **Bids must be submitted in a sealed envelope clearly marked "BID – BANK STABILIZATION ALONG TOWN CREEK UTILIZING GABION BASKETS – CITY OF GALLATIN."** Bids arriving after the announced opening time or absent of the aforementioned markings will not be accepted.

All bidders must be licensed contractors and eligible to bid Contracts in the State of Tennessee. **No bid will be opened if the following information does not appear on the envelope containing the bid.**

1. Bidder's Name
2. Address
3. Tennessee Contractor's License Number
4. License Classification Applying to Bid
5. License Expiration Date
6. Name of Project for which Bid is submitted
7. Name and License information for all Subcontractors who will perform work.

Proposals which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the Invitation to Bid and Information for Bidders may be rejected at the option of the City. Bids must be written with typewriter, ink or indelible pencil; otherwise they may not be considered. Faxed bids will not be accepted.

The City of Gallatin reserves the right to disregard all nonconforming, nonresponsive, or conditional bids; to reject any or all bids; to limit quantities; to waive informalities; and to evaluate proposals and accept any proposal or any part of any proposal that is judged, in our opinion, to be of the best quality, value, and service to the City of Gallatin.

A bidder may withdraw any proposal he has submitted at any time prior to the hour set for the closing of the bids, provided the request for withdrawal is signed in a manner identical with the

proposal being withdrawn. No withdrawal or modification will be permitted for 60 days after the hour and date designated for opening the bids.

All questions or explanations requested by Bidders shall be submitted in writing to the City in ample time to permit consideration before the bid date. Necessary replies will be issued to all bidders of record as Addenda and receipt thereof shall be acknowledged on the proposal. Bidders shall check with the City prior to bid opening to secure any Addenda that may affect bidding. Oral instructions will not be given and do not form a part of the Bidding Documents.

Contractor will be paid based on percentage of work complete and in place, based on lump sum base bid, plus any additions to the base bid, for completion of entire project. Payment applications shall be made on a monthly basis.

In case of default of the Contractor, the City may procure the articles of services from other services and hold the Contractor responsible for any excess cost occasioned thereby.

Bids must be executed in the Company name and signed by an officer or individual who has authority to bind the Company.

No bid shall be altered or amended after the specified time for opening bids.

All material and workmanship shall be subject to inspection. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the City shall have the right to reject such articles or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

A change order will be issued only in the event of a change in the scope of work.

All bid proposals must include the following:

1. Sealed envelope with required information on the outside.
2. Bid Proposal Form
3. Bid Surety or Certified check in the amount of 10% of the total bid.
4. Drug-Free Workplace Affidavit.

The successful bidder must provide the following, each of which shall be in accordance with the contract documents:

1. Performance surety covering and including labor and materials in the amount of one hundred percent (100%) of the contract price. The performance bond is to remain in place for a period of one year after project completion.
2. Certificate of Insurance naming the **City of Gallatin** additionally insured with any exclusions listed, including
 - General Liability
 - Worker's Comp
 - Auto Insurance
3. Proof of Worker's Comp for all Subcontractors
4. W-9 Form, if a new vendor

Additional Requirements:

- The successful bidder will also be responsible for payment of all taxes levied under the laws of the State of Tennessee.
- The successful bidder shall have the responsibility to insure that all persons employed under a contract with the City, whether directly or by subcontract, be legal residents and be authorized to work in the United States.
- Affirmative Action compliance is required.

All interested parties, without regard to race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration.

Additional information may be obtained by contacting the City of Gallatin Engineering Division, Zach Wilkinson, Project Manager, at (615) 451-5965.

EQUAL OPPORTUNITY TITLE VI POLICY STATEMENT

It is the policy of the City of Gallatin to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, sex, age, disability or national origin.

**BID PROPOSAL
INCLUDING DRUG FREE AFFIDAVIT**

SECTION B

PROPOSAL

ENGINEERING DIVISION
GALLATIN, TENNESSEE 37066

In response to the Invitation to Bid, the undersigned Bidder submits the following proposal for BANK STABILIZATION ALONG TOWN CREEK UTILIZING GABION BASKETS within the City of Gallatin as described and specified in the plans, contract documents, and technical specifications.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the scope; that he has examined the Plans, Specifications, and Contract Documents for the work, and has read all the Special Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder hereby agrees that if he is awarded the Contract for this Work, he will commence work before a date to be specified in a written Notice to Proceed of the Owner and to fully complete the work as directed by the City Engineer.

The undersigned Bidder does hereby declare and stipulate that this Proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Contract, the Specifications, and the Plans pertaining to the Work to be done.

Attached is the required Bid Surety or Certified Check in the amount of 10% of the total bid which the Bidder agrees will be retained by the City as liquidated damages in the event that the Bidder's proposal is accepted and the Bidder fails to execute the contract within the time stated in the proposal.

Contract prices shall be for a one-year period, at which time the City of Gallatin, at their option, may elect to extend the Contract for one additional year.

BID PROPOSAL
BANK STABILIZATION ALONG TOWN CREEK UTILIZING GABION BASKETS

In compliance with your legal Invitation to Bid for the City of Gallatin BANK STABILIZATION ALONG TOWN CREEK UTILIZING GABION BASKETS, 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 City 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 proposes to furnish all labor, tools, material and equipment necessary for the Project.

The Bidder shall complete all tables to establish his Bid. 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.

At the discretion of the City; Item Numbers 1-4 may be omitted from total project scope and contract price.

BID SCHEDULE:

<u>Item Number</u>	<u>Item</u>	<u>Price</u>
BASE BID	North Side Wall (Galvanized Zinc coated baskets)	_____
1	South Side Wall (Galvanized Zinc coated baskets)	_____
2	Railing on South Side Wall	_____
3	Utilizing PVC coated baskets (North side)	_____
4	Utilizing PVC coated baskets (South side)	_____
TOTAL BID (BASE BID + Item Numbers 1-4)		\$ _____

TOTAL BID (BASE BID + Item Numbers 1-4): Bidder agrees to perform all work and provide all materials as described in the specifications, plans, and shown on the bid schedule for the sum of _____ (\$ _____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Respectfully submitted:

Contractor

By: _____

Title: _____

Business Address: _____

Contractor's License No: _____

Telephone Number: _____

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

THIS AGREEMENT made as of the _____ day of _____, _____, by and between the OWNER: CITY OF GALLATIN, TENNESSEE, and.

WITNESSETH THAT the OWNER and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The CONTRACTOR will perform all Work as shown in the Contract Documents for the completion of the Project generally described as follows: BANK STABILIZATION ALONG TOWN CREEK UTILIZING GABION BASKETS

Article 2. ENGINEER. The Project has been designed by the City of Gallatin Engineering Division, 132 West Main Street, Gallatin, Tennessee. The City Engineer will act as the ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

Article 3. CONTRACT TIME. The Work for this Contract shall be completed within **Fourteen (14) Weeks** after the date which the CONTRACTOR is to start the Work as provided in the Contract Documents.

Article 4. CONTRACT PRICE. The OWNER will pay the CONTRACTOR for performance of the Work and completion of the Project in accordance with the Contract Documents subject to adjustment by Modifications as provided therein in current funds as follows:

_____ and _____ Cents
(\$ _____) in accordance with the conditions and prices stated in the Proposal.

Article 5. PAYMENT. The OWNER will pay the CONTRACTOR upon completion and acceptance of all the Work covered in this Contract based on the percentage complete of the base bid and any additional Item Numbers in the proposal.

Article 6. MISCELLANEOUS.

6.1 Neither the OWNER nor the CONTRACTOR shall, without the prior consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the CONTRACTOR shall not assign any monies due or to become due without consent of the OWNER.

6.2 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligation contained in the Contract Documents.

6.3 The Contract Documents constitute the entire agreement between the OWNER and the CONTRACTOR and may only be altered, amended, or repealed by a duly-executed written instrument.

Article 7. TIME FOR COMPLETION AND LIQUIDATED DAMAGES. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the time for completion as specified in the Contract is an ESSENTIAL CONDITION of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed, and that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within **fourteen weeks** thereafter. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time herein specified, or any proper extension thereof granted the OWNER, then the CONTRACTOR does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the OWNER, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, \$100 for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated for completing the Work of the total Contract.

The same amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount shall be retained from time to time by the OWNER from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and, where under the Contract, an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

7.1 To any preference, priority, or allocation order duly issued by the Government;

7.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and

7.3 To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections 7.1 and 7.2 of this article;

Provided, further, that the CONTRACTOR shall, within ten days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall

ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 The Contract Documents will consist of the following:

- A. This Agreement (5 pages, inclusive).
- B. General Conditions of the Construction Contract (62 pages, inclusive) available at http://academic.cengage.com/resource_uploads/downloads/1111578710_313206.pdf.
- C. Special Conditions (2 page, inclusive) attached hereto.
- E. Plans (5 pages)
- D. Addenda (numbers ___ to ___ , inclusive).

8.02 There are no Contract Documents other than those listed above in this Article 8. Approved Shop Drawings and Samples, other Contractor's submittals and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8.03 The Contract Documents may only be amended, modified or supplemented in writing and in accordance with Article 9 of the General Conditions.

IN WITNESSETH WHEREOF the parties hereto have executed this Agreement the day and year first above written.

OWNER: CITY OF GALLATIN,
TENNESSEE

CONTRACTOR: _____

BY: _____

BY: _____
JO ANN GRAVES, MAYOR

ATTEST:

CONNIE KITTRELL, CITY RECORDER

NOTICE OF AWARD

SECTION C

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: BANK STABILIZATION ALONG TOWN CREEK UTILIZING GABION BASKETS

We have considered the Bid submitted by you for the above-described Work in response to our Invitation to Bid and are pleased to award the contract to your company.

You are required to execute the enclosed Agreement and furnish the required Contractor's Performance and Payment Bond within 10 calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said bonds within 10 calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20__.

City of Gallatin
(Owner)

By: _____

Title: _____ Mayor _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Contractor
By: _____

Title: _____

This the _____ day of _____, 20__

STANDARD GENERAL CONDITIONS

SECTION D

SPECIAL CONDITIONS

SECTION E

SPECIAL CONDITIONS

GABION WALL DESIGN

The proposed layout shown in the Proposed Conditions Plan is approximate, and is subject to slight modification based on final gabion wall design, to be provided by contractor. Contractor is responsible for providing stamped engineered typical gabion wall cross section drawings and supporting calculations. The typical wall section to be provided shall match the Proposed X-Section on Proposed Conditions Plan as closely as possible. Calculations showing wall is designed with minimum Factor of Safety of 2 for sliding and overturning shall be provided for review and approval by the Engineering Division. Any modifications necessary to accommodate contractor's gabion wall design will be the responsibility of the contractor to incorporate into Proposed Conditions Plan. All modifications will be subject to review and approval by the Engineering Division and must comply with the notes and constraints indicated within Plans. Type/make of basket, basket aggregate fill, and backfill shall be specified.

Any modifications required to the existing footing to accommodate the gabion wall cross section shall be shown on drawings submitted. These modifications are considered part of bid.

Gabion wall design shall be consistent with the guidance outlined in the TDOT Retaining Structures Manual.

Contractor is responsible for obtaining any additional geotechnical data that may be required for design.

Type III geo-textile shall be used between all soil aggregate interfaces.

GABION BASKET ASSEMBLIES

All work shall be subject to acceptance by the City of Gallatin Engineering Division.

A copy of shop drawings shall be submitted to the Engineering Division, based on manufacturer, for gabion baskets.

Gabion basket assemblies shall be consistent with the specifications of the TDOT Retaining Structures Manual.

RAILING

A copy of shop drawings shall be submitted to the Engineering Division, based on manufacturer, for railing.

Railing shall be minimum of 3.5' high, constructed of 1 ½" diameter, black powder coated steel. Posts shall be minimum 1 ½" diameter, black powder coated steel anchored in concrete a minimum of 18" into ground. Railing shall consist of 3 spans running horizontal from post to post with a 6' max span length.

DISPOSAL OF MATERIAL

All debris and related appurtenances removed as part of this contract shall be disposed of in a manner compliant with all local, state and federal regulations for the disposal of such materials. Recycling of materials, where possible, is encouraged.

WORK ZONE SAFETY

Contractor shall at all times maintain work zone safety standards in accordance with latest OSHA and TOSHA standards.

MAINTENANCE OF TRAFFIC

The maintenance of traffic shall be included in prices bid. Total road closures are typically not permitted on arterial or collector roadways. Total road closures on local streets will be considered on a case-by-case basis.

TDEC GRANT FOR BANK STABILIZATION ALONG TOWN CREEK

CONTACTS

ENGINEER

City of Gallatin Engineering Division
Zach Wilkinson
132 W. Main St.
Gallatin, TN 37066
615-451-5965
zach.wilkinson@gallatin-tn.gov

SEWER, WATER, GAS

Gallatin Public Utilities
David Kellogg
239 Hancock Street
Gallatin, TN 37066
615-451-5922
dkellogg@gallatinutilities.com

ELECTRIC

Gallatin Electric Department
Mike Taylor
135 Jones Street
Gallatin, TN 37066
615-452-5152



INDEX OF SHEETS

CVR
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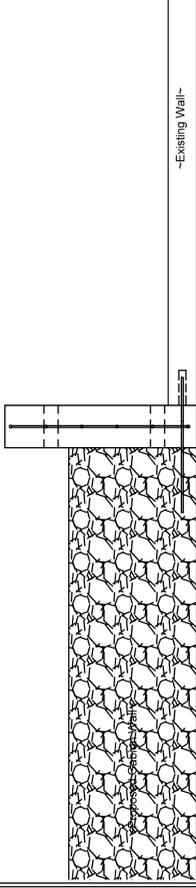
Cover Sheet
Existing Conditions and Demolition Plan
Proposed Conditions
EPSC Plan
Details

Gallatin, Tennessee

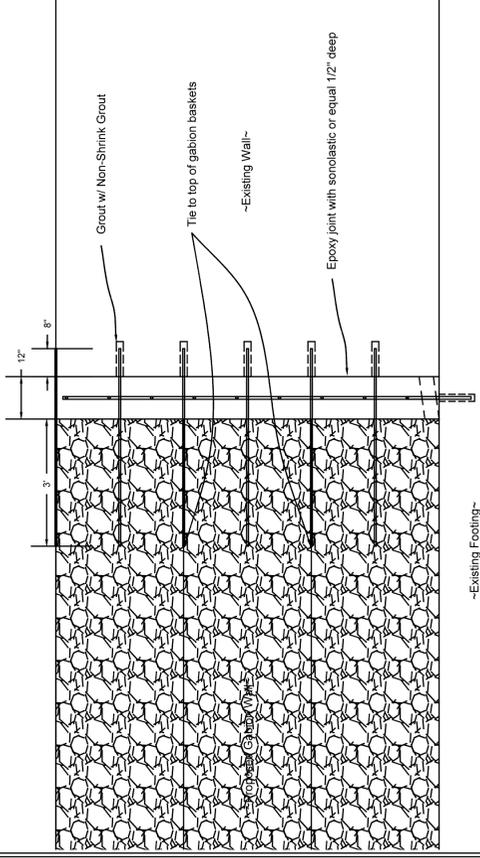
Town Creek Gabion Wall			
DRAWN JZW	DATE 08/21/12	Cover Sheet	
APPROVED	DATE		
SCALE N.T.S.	SHEET CVR	PROJECT NO. TDEC Bank Stabilization Grant	

Gabion/Wall Transition

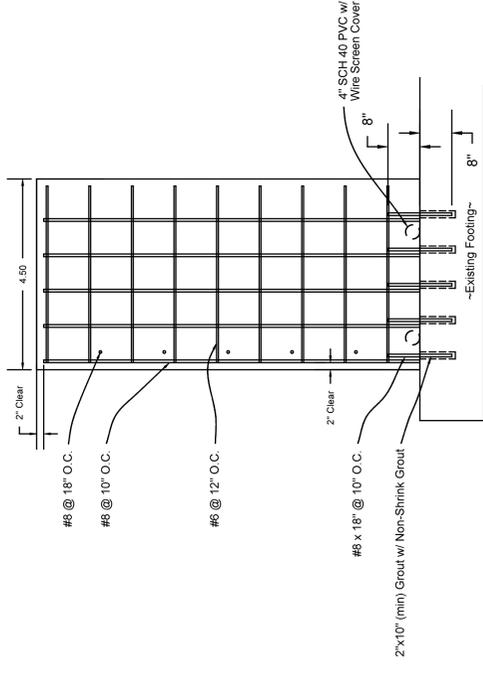
Top View



Front View



Side View

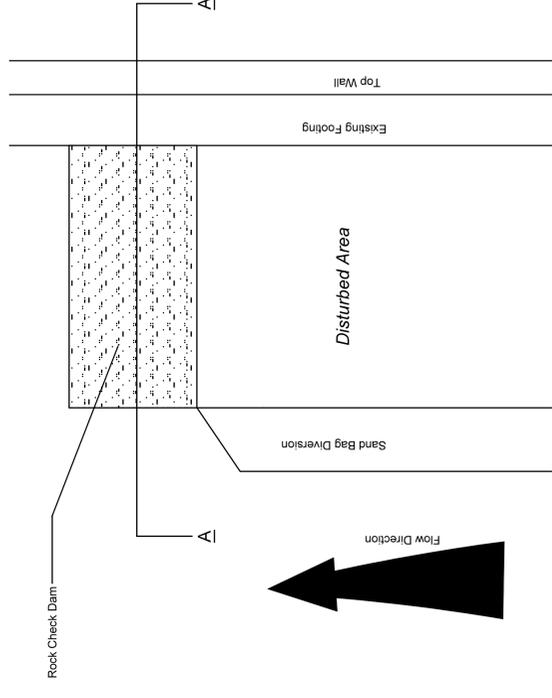


Gabion/Wall Transition Notes

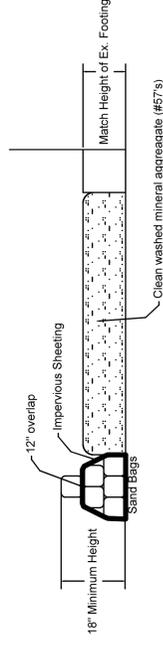
1. $f_c=3000$ PSI
2. $f_y=60,000$ KSI
3. All concrete to be vibrated (TDOT Spec.)
4. #8 bars into existing footing to be epoxy coated.
5. Gabion/Wall Transition design may require adjustment to accommodate proposed gabion wall design.

Sand Bag Diversion and Rock Check Dam Detail

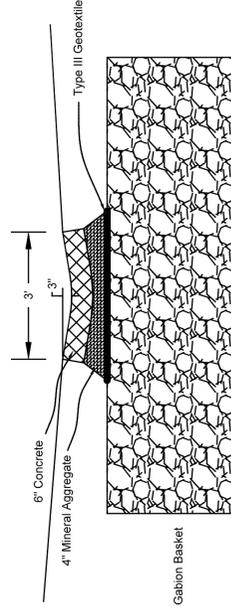
Plan View



A-A



Concrete Swale X-Section Detail



Town Creek Gabion Wall

DRAWN		DATE		DETAILS	
JZW		06/12/12			
APPROVED		DATE		PROJECT NO.	
					TDEC Bank Stabilization Grant
SCALE	SHEET	PROJECT NO.			
NTS	4	TDEC Bank Stabilization Grant			