CONTRACT DOCUMENTS AND SPECIFICATIONS

TDEC GRANT FOR
BANK STABILIZATION ALONG TOWN CREEK

CITY OF GALLATIN

ENGINEERING DIVISION
132 WEST MAIN STREET
GALLATIN, TENNESSEE 37066

DATE: _____

TABLE OF CONTENTS

	SECTION
INVITATION TO BID & INFORMATION FOR BIDDERS	A
BID PROPOSAL INCLUDING DRUG FREE AFFIDAVIT	B
NOTICE OF AWARD	C
CONTRACT AGREEMENT	D
STANDARD GENERAL CONDITIONS	E
SPECIAL CONDITIONS	F

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, 9-13-2012, at which time they will be opened and read aloud for the design and construction of BANK STABILIZATION ALONG TOWN CREEK.

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, 9-5-2012 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.

Due to the nature of this design/build project, multiple bid proposals may be submitted. Each bid proposal form and wall concept design shall be submitted in separate envelopes. If multiple proposals are submitted, only one bid surety is required, for 10% of the highest proposal amount.

INFORMATION FOR BIDDERS

All bidders must satisfy themselves by personal examination of the locations of the proposed work, by examination of the 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 Documents and Specifications contain the provisions required for the design and build of BANK STABILIZATION ALONG TOWN CREEK. 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 – CITY OF GALLATIN."** Bids arriving after the announced opening time or absent of the aforementioned markings will not be accepted.

Wall Concept Design shall be submitted at time of bid. This design is to be conceptual in nature, specifying the proposed materials, layout, and method of construction for the project, including wall and existing/proposed wall transitions. Engineered drawings and calculations will not be required until after bid is awarded.

Wall Concept Design will be accepted/rejected based on ability of design to meet the following criteria:

- Provide "greener" solution to bank stabilization than existing concrete retaining wall.
- Address current 303D impairments for sedimentation and hydromodification.
- Address conditions of TDEC General Permit for Bank Stabilization ARAP permit
- Provide permanent stabilization solution.
- Provide adequate structural integrity for existing structures along bank.
- Match existing geometries of stream closely enough as to not require FEMA No-Rise study.

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, 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. Wall Concept Design

4. Bid Surety or Certified check in the amount of 10% of the total bid.
5. 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 the design and build of BANK STABILIZATION ALONG TOWN CREEK within the City of Gallatin as described and specified in the contract documents and conditions.

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.

Attached is Wall Concept Design.

Contract prices shall be for a one-year period, at which time the City of Gallatin.

BID PROPOSAL
BANK STABILIZATION ALONG TOWN CREEK

In compliance with your legal Invitation to Bid for the City of Gallatin BANK STABILIZATION ALONG TOWN CREEK, 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 provide design and supporting calculations, 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.

BID SCHEDULE:

Item Number	**Item**	**Price**
BID	Design and construction of 220 LF of bank stabilization along "North" and "South" sides of Town Creek.	_____
TOTAL BID		$_____

TOTAL BID: Bidder agrees to perform all work and provide all materials as described in the specifications, plans, and conditions 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: _____

DRUG-FREE WORKPLACE AFFIDAVIT

State of Tennessee)
County of Sumner)

The undersigned, principal officer of _____ , an employer of five (5) or more employees contracting with the City of Gallatin, 132 W. Main Street, Gallatin, TN 37066 to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____(hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the State or any local government to provide construction services, to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.

3. The Company is in compliance with T.C.A § 50-9-113.

Further affidavit saith not,

_____
Principal Officer President

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

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
.

Article 2. ENGINEER. 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.

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 (3 page, inclusive) attached hereto.
D. Existing Conditions Plan (1 page)
E. TDEC General Permit for Bank Stabilization
F. 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: Design and build of BANK STABILIZATION ALONG TOWN CREEK

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__

CONTRACT AGREEMENT

SECTION D

STANDARD GENERAL CONDITIONS

SECTION E

Available at:
http://academic.cengage.com/resource_uploads/downloads/1111578710_313206.pdf

SPECIAL CONDITIONS

SECTION F

SPECIAL CONDITIONS

EXISTING CONDITIONS PLAN

The 123 LF (North Side) of existing wall down, 66 LF (South Side) of existing wall down, and 28 LF (South Side) of existing wall falling shown on the Existing Conditions Plan comprise the extents of the project stabilization.

WALL CONCEPT DESIGN

Wall Concept Design shall be submitted at time of bid. This design is to be conceptual in nature, specifying the proposed materials, layout, and method of construction for the project, including wall and existing/proposed wall transitions. Engineered drawings and calculations will not be required until after bid is awarded.

Wall Concept Design will be accepted/rejected based on ability of design to meet the following criteria:

- Provide "greener" solution to bank stabilization than existing concrete retaining wall.
- Address current 303D impairments for sedimentation and hydromodification.
- Address conditions of TDEC General Permit for Bank Stabilization ARAP permit
- Provide permanent stabilization solution.
- Provide adequate structural integrity for existing structures along bank.
- Match existing geometries of stream closely enough as to not require FEMA No-Rise study.

Multiple Wall Concept Designs may be submitted in separate bid packets with corresponding bid proposals.

WALL DESIGN

Contractor is responsible for providing stamped engineered typical cross section drawings and supporting calculations for structural integrity of wall. Calculations showing wall is designed with minimum Factor of Safety of 2 for sliding and overturning, taking into account the surcharge load of the existing building shall be provided for the north side wall for review and approval by the City of Gallatin Engineering Division.

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

Design shall incorporate and allow for existing drainage swale on South Side wall.

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

WALL ASSEMBLIES

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

A copy of shop drawings shall be submitted to the City of Gallatin Engineering Division, based on manufacturer, for wall assembly materials.

EXISTING/PROPOSED WALL TRANSITION

Transition shall be designed and built in manner to avoid downstream undercutting of existing wall.

Transition design must be approved by City of Gallatin Engineering Division.

NORTH SIDE PAVEMENT REPLACEMENT

It is acknowledged that any work done to North side will likely require replacement of asphalt pavement. Contractor is responsible for bringing compacted backfill up to subgrade level in currently paved area. City of Gallatin will be responsible for any asphalt paving.

Removal of asphalt shall include first saw cutting edges prior to removal.

TDEC ARAP COMPLIANCE

Design and work shall be compliant with the General Permit for Bank Stabilization ARAP permit.

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.

UTILITIES

Sewer and Gas line bedding and backfill shall meet Gallatin Public Utilities Standards.

If excavation occurs around power pole, pole shall be secured during construction to the satisfaction of Gallatin Electric Department.

WORK ZONE SAFETY

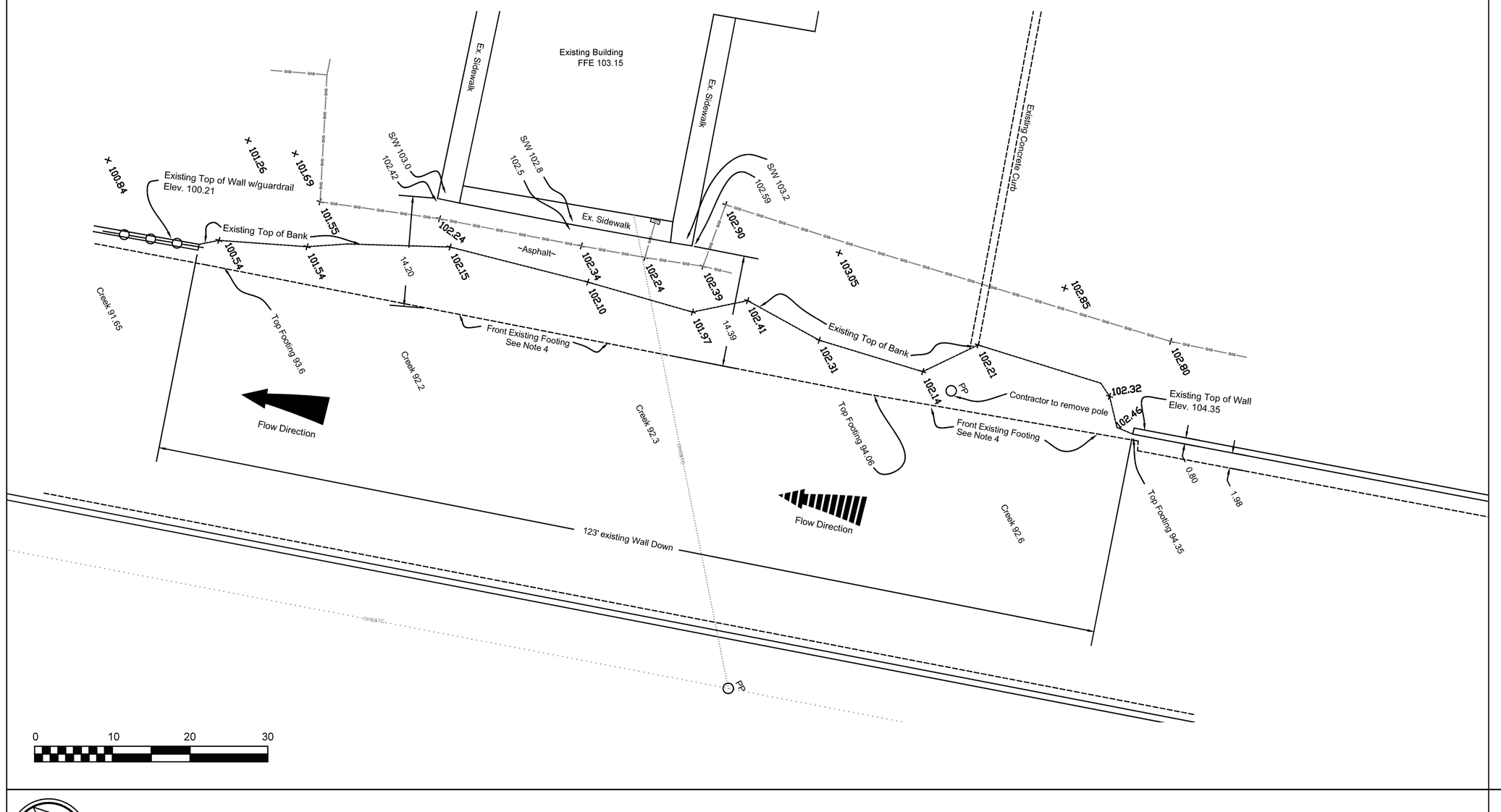
Contractor shall at all times maintain work zone safety standards in accordance with latest OSHA and TOSHA standards.

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.

North Side

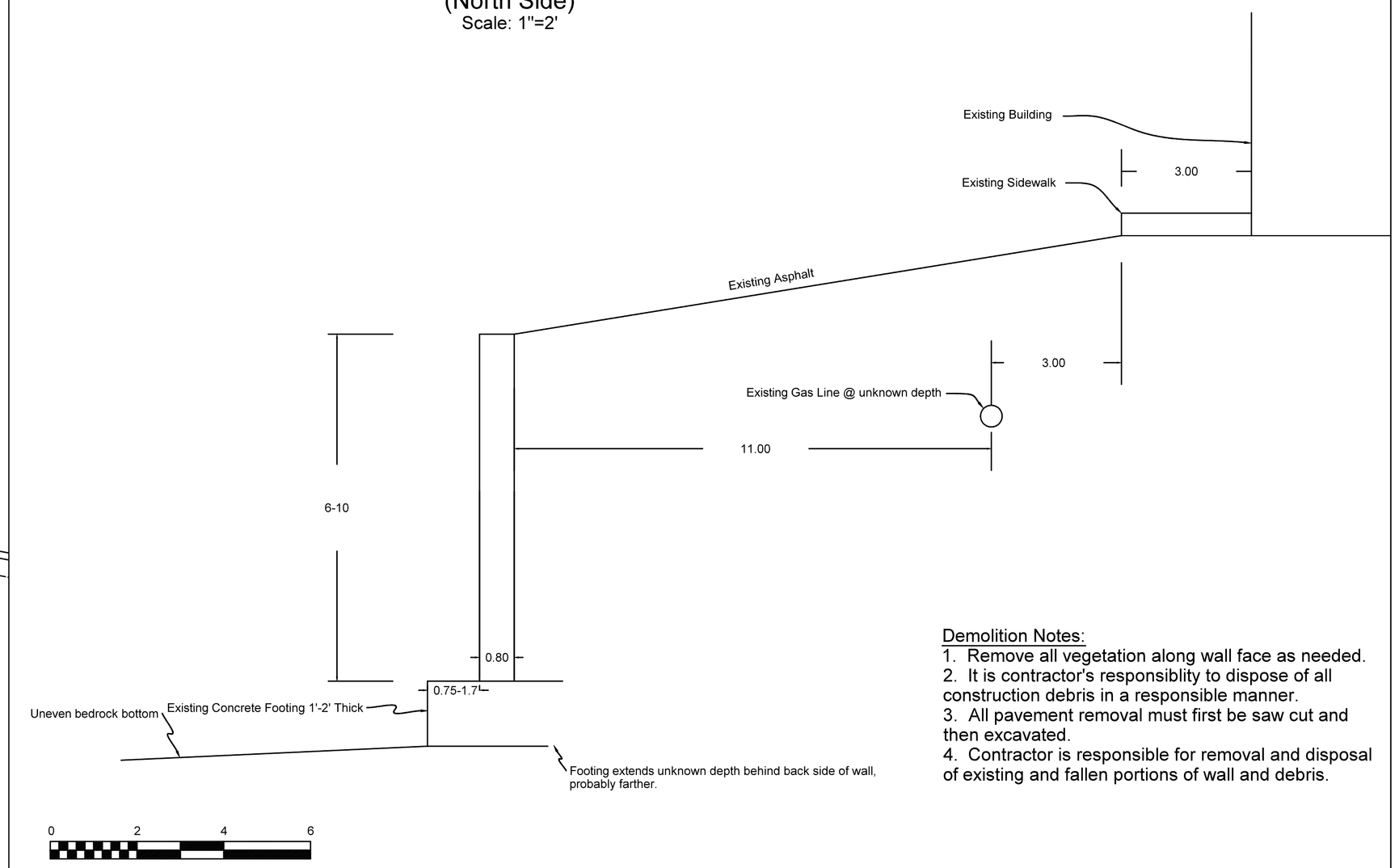
Scale: 1"=10'



Existing X-Section

(North Side)

Scale: 1"=2'

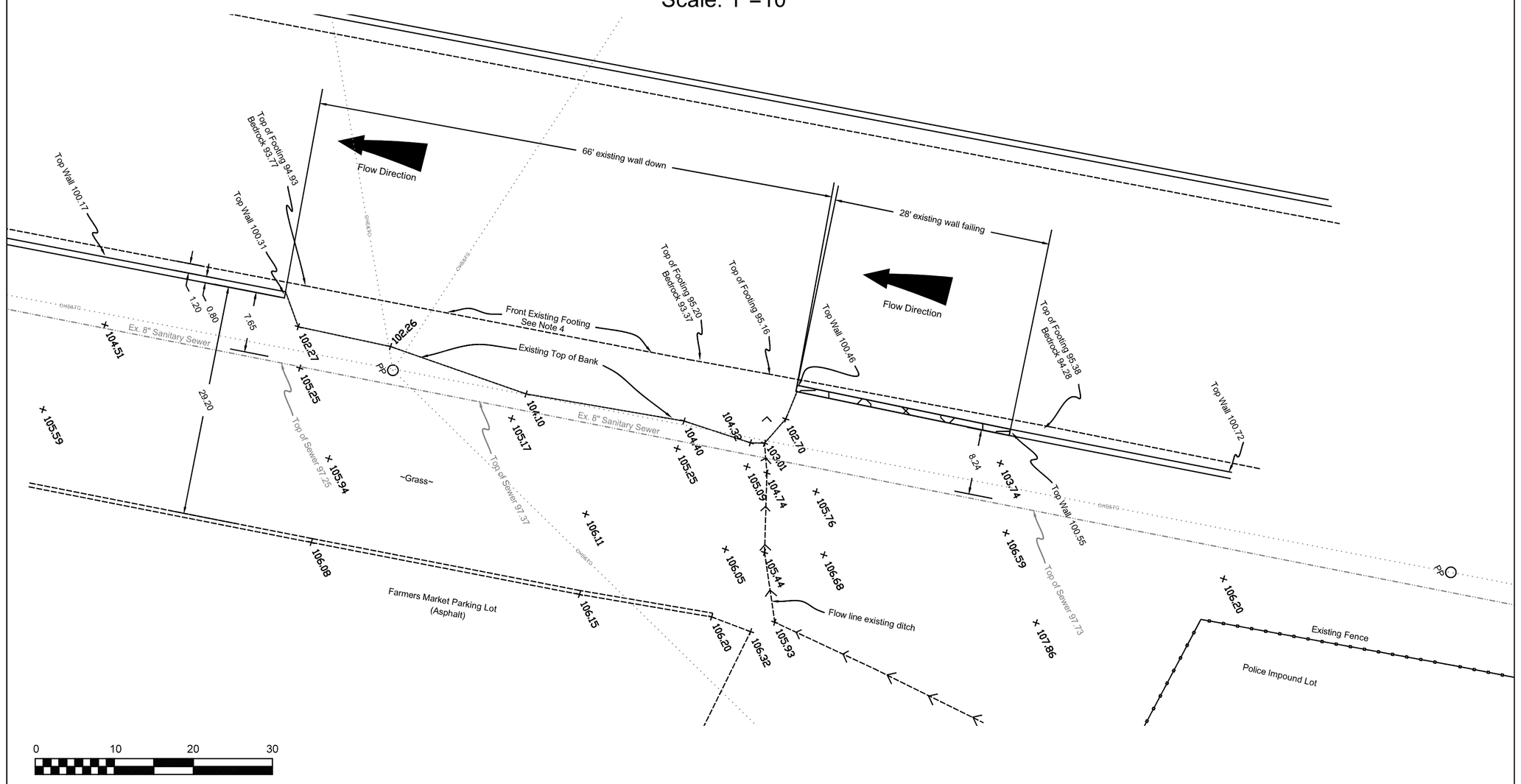


Demolition Notes:

1. Remove all vegetation along wall face as needed.
2. It is contractor's responsiblity to dispose of all construction debris in a responsible manner.
3. All pavement removal must first be saw cut and then excavated.
4. Contractor is responsible for removal and disposal of existing and fallen portions of wall and debris.

South Side

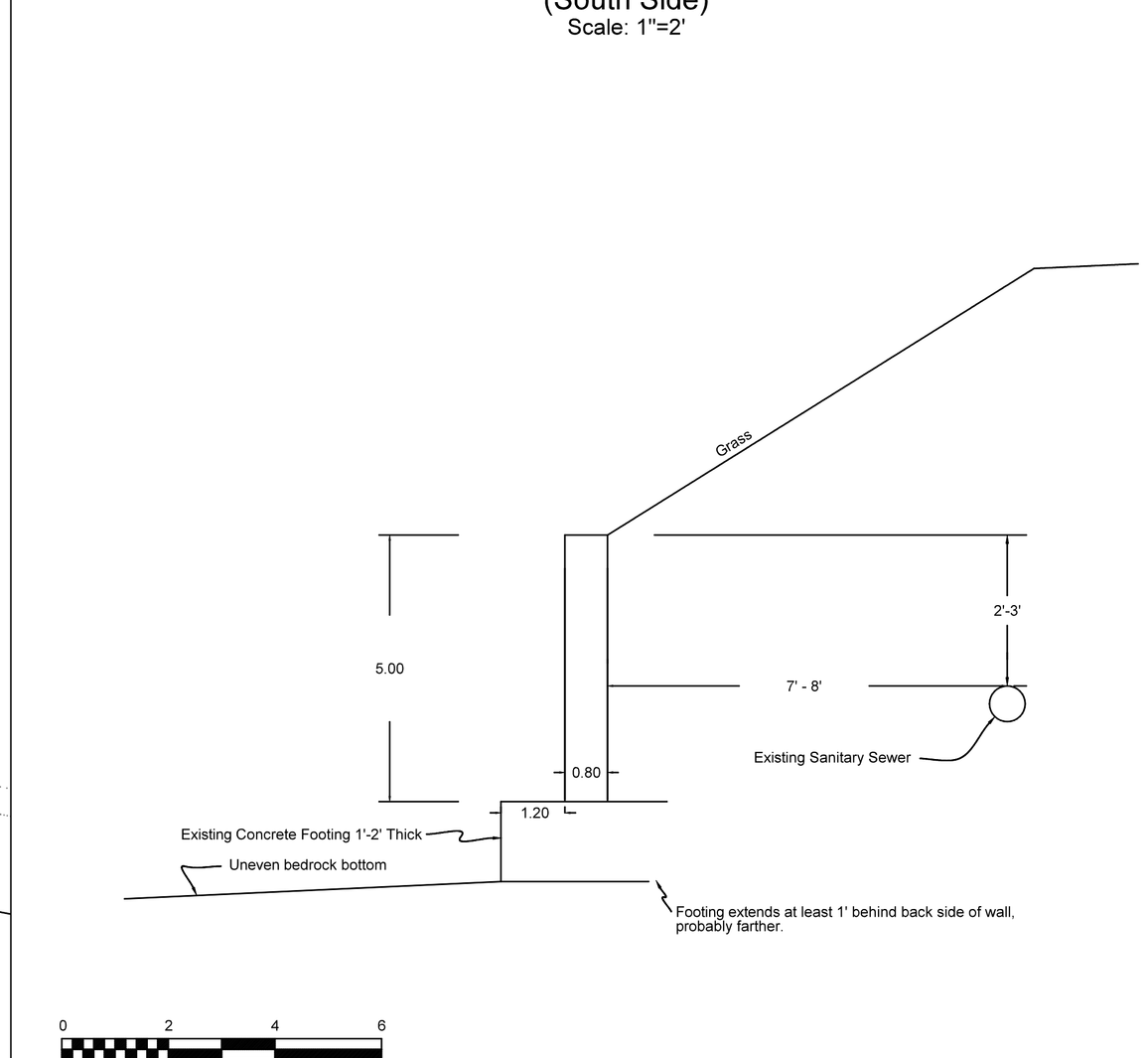
Scale: 1"=10'



Existing X-Section

(South Side)

Scale: 1"=2'



Notes:

1. Features and Dimensions of Existing wall are aproximate, and vary throughout the length of the wall.
2. Location of existing utilities indicated on these plans must be confirmed by the contractor prior to construction in the vicinity of any such utilities. The contractor is further responsible for locating all utilities that may be in existence on the project site, but which are unknown to the engineer. The contractor shall be responsible for repair and replacement (as directed) to any utilites damaged during construction. Before any excavation has begun on this site call 1-800-351-1111 for underground utility locations.
3. Contractor shall contact Gallatin Public Utilities upon uncovering any utility lines and have lines inspected.
3. Elevations are based off of pk nail in adjacent parking lot. Contact City of Gallatin Engineering Division for benchmark information.
4. The length the back side of footing extends into the backfill of the old wall is unknown.
5. The contractor shall be responsible for any damage caused to this or adjacent property, and for injury to any person occuring during or as a result of the construction process, whether such damage or injury results from any action or lack of action by City employees, subcontractors, or suppliers. The contractor shall furnish and install all necessary temporary safety devices and follow all advisable safety practices necessary to insure the safety of all persons during the construction process. Neither the owner nor the engineer assume any liabilty for matters relating to safety at the construction site.
6. All work to be performed in accordance with OSHA Standards.

Town Creek Gabion Wall

DRAWN JZW	DATE 05/31/12	Existing Conditions and Demolition Plan
APPROVED	DATE	
SCALE As Indicated	SHEET 1	PROJECT NO. TDEC Bank Stabilization Grant