

## NOTICE TO BIDDERS

Sealed bids will be received by the City of Gallatin in the Finance Department, room 106, City Hall, 132 West Main Street, Gallatin, Tennessee, until 2 p.m., December 2, 2014, at which time they will be opened and read aloud for the 2015 TRAFFIC SIGNAL MAINTENANCE CONTRACT.

Specifications, Proposal Forms, and Contract Documents may be inspected at, and obtained from, the City Engineer's office after 2 p.m., November 15, 2014, or by downloading from the City's home page [www.gallatinonthemove.com](http://www.gallatinonthemove.com) under "Doing Business – Bid Notices/Public Notices."

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.

## Bid Proposal

Bid Identification: Traffic Signal Maintenance  
Scheduled Bid Opening: 2:00pm,  
Bid to be delivered to: Zach Wilkinson, Project Engineer  
132 West Main Street, Room 204  
Gallatin, TN 37066

The undersigned, as Bidder, in compliance with your invitation for bids for Traffic Signal Maintenance, proposes to provide ongoing and routine preventative maintenance and repair of traffic signal equipment and other pertinent apparatuses, in strict accordance with the terms and conditions of the Contract Documents hereto attached and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, at the unit prices listed herein.

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.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that the bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, Bidder will execute a formal Contract within ten days.

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 pertaining to the work to be done.

Respectfully submitted:

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

## Traffic Signal Maintenance

THIS AGREEMENT is made \_\_\_\_\_ between THE CITY OF GALLATIN, 132 West Main Street, Gallatin, TN 37066, and \_\_\_\_\_ ("Contractor").

WHEREAS, THE CITY OF GALLATIN desires to obtain traffic signal maintenance from Contractor and such other services as the parties may agree to in writing from time to time; and

WHEREAS, Contractor desires to provide the services to THE CITY OF GALLATIN on the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the promises and conditions herein contained, the parties hereby agree as follows:

### Section 1: Services

- A. Contractor agrees that the services to be provided hereunder shall be promptly commenced as requested by THE CITY OF GALLATIN from time to time, performed in a good workmanlike manner, utilizing materials of good merchantable quality and free from defects in material and workmanship, and in accordance with all applicable federal, state and local laws, statutes, rules, regulations, orders, guidelines, and codes. Contractor agrees it shall employ only prudent and reliable works and subcontractors who shall be properly skilled and equipped to perform the work.
- B. The services to be provided by Contractor hereunder may be initiated by THE CITY OF GALLATIN by written request.

### Section 2: Term

- A. The term of this Agreement shall commence on the date hereof and shall run for a period of two (2) years from said date and thereafter shall continually renew for another term every two (2) years thereafter at a standard fee increase of five percent (5%) provided, however, that either party may terminate this Agreement at any time, with or without cause, upon 30 days prior written notice to the other party. The date of termination shall be the date contained in the notice ("Termination Date"). In the event of such termination, THE CITY OF GALLATIN shall pay Contractor all fees earned up to the Termination Date. Notwithstanding the foregoing, the liability of either party for breach, the obligations of either party set forth in the Confidentiality and Indemnification provisions hereof, and liability arising from third party claims shall survive the termination of this Agreement.

### Section 3: Fee for Services

- A. Services: Services to be provided by the Contractor are to be found in the Bid Schedule which is included in this agreement as "APPENDIX A".
- B. Time of Payment: Contractor shall be paid for services on a monthly basis within thirty (30) days after receipt by THE CITY OF GALLATIN of a progress billing invoice or as otherwise agreed to in writing by the parties.
- C. Documentation: Supporting documentation for billed services shall be available for THE CITY OF GALLATIN's review upon request.

#### Section 4: Contractor's Insurance

- A. Throughout the term of this Agreement, Contractor will maintain such insurance as will protect the Contractor and THE CITY OF GALLATIN, as an additional insured by endorsement, except for worker's compensation insurance, from claims set forth below which may arise out of or result from the Contractor's operations or completed operations and for which the Contractor may be legally liable:
  - 1. Worker's compensation insurance in accordance with all laws for all Contractor's employees engaged in the Project in any manner.
  - 2. Commercial general liability insurance, on an occurrence basis with limits for bodily injury, personal injury, death and/or loss of or damage to property not less than \$1,000,000 per occurrence, unless another amount is approved in writing by THE CITY OF GALLATIN.
  - 3. Automobile/equipment liability insurance insuring against injury, death and/or damage to or loss of property in the amount of not less than \$1,000,000 per occurrence covering all vehicles used in furtherance of the work; whether owned, leased, rented or hired.
- B. Certificates of Insurance ("Certificates") acceptable to THE CITY OF GALLATIN will be delivered to THE CITY OF GALLATIN prior to commencement of the work and upon every renewal throughout the period this Agreement is in force.

#### Section 5: Indemnification

- A. Contractor expressly agrees to indemnify and hold harmless City or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by Contractor or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against City, City will give notice thereof to Contractor.

#### Section 6: Safety Precautions and Programs

- A. The Contractor shall be responsible for environmental compliance and safety at the site and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work.

#### Section 7: Emergencies

- A. In an emergency affecting safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss.

#### Section 8: Hazardous Materials

- A. Hazardous Materials means any materials for which the storage, transport, use or disposal are regulated by federal, state or local environmental laws, regulations or rules. Contractor shall not introduce to the Project or the site, nor store, maintain or use on the site any Hazardous Materials, except to the extent expressly required in the performance of the work. Contractor shall be responsible for acquiring any permits or approvals required of any governmental authority with respect to the storage, use, transportation or disposal of any Hazardous Materials, and for the proper disposal of any Hazardous Materials in strict

conformance with all applicable federal, state and local laws, statutes, ordinances, regulations, rules, codes, guidelines and orders.

#### Section 9: Confidentiality

- A. All processes, documents, data, material, policies or other information pertaining to THE CITY OF GALLATIN's business which is learned by Contractor or furnished to Contractor shall be maintained by Contractor in strict confidence and shall not be used by Contractor except for the direct benefit of THE CITY OF GALLATIN, not disclosed by Contractor to any person or entity at any time for any reason. In furtherance of this provision, Contractor agrees to execute such confidentiality agreements as requested by THE CITY OF GALLATIN from time to time. The terms of this provision shall survive the termination or cancellation of this Agreement.

#### Section 10: Captions

- A. The captions contained in this Agreement are for convenience and reference only and do not define, limit, extend or describe the scope of this Agreement or the intent of any provision thereof. This Agreement shall be deemed to have been drafted by each party hereto, and neither party may urge otherwise.

#### Section 11: Consent

- A. In the event approval or consent is requested by either party under the terms hereof, such approval or consent shall not be unreasonably withheld or delayed.

#### Section 12: Non-Discrimination

- A. Contractor shall not discriminate, in violation of the law, in its employment practices and shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, codes, regulations and orders regarding employee relations, immigration, compensation, safety and other employment related matters.

#### Section 13: Entire Agreement

- A. This Agreement, including its attached exhibits and schedules specified herein, supersedes all prior or contemporaneous written or oral agreements and understandings relating to the subject matter hereof. Neither party is entitled to rely on any representation of any officer, employee or agent of the other party which is not expressly set forth in this Agreement. Notwithstanding the foregoing, any confidentiality or non-disclosure agreements executed by the parties prior to the date of this Agreement shall survive the execution of this Agreement. In the event of conflict between the terms of any such confidentiality or non-disclosure agreement and the terms of this Agreement, the terms of this Agreement shall prevail. This Agreement shall not be amended, altered, or changed unless in writing signed by the parties hereto. In the event of a conflict between any of the terms of this Agreement and the terms of any APPENDIX, schedule or document incorporated herein by reference, the terms of this Agreement shall prevail.

#### Section 14: Force Majeure

- A. In the event that either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive laws, riots, insurrection, war, or other reasons of a like nature not the fault of, or under the reasonable control of, the party delayed in performing work or doing acts required hereunder, then performance of such act(s) shall be

excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay, provided such delayed party gives written notice to the other party of the occurrence giving rise to the delay and provided further, Contractor shall commence performance upon the cessation of the Force Majeure event.

#### Section 15: Mediation

- A. The parties will attempt in good faith to promptly resolve any dispute arising out of this Agreement by negotiations between representatives who have authority to settle the controversy. If unsuccessful, the parties shall engage in non-binding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms of this Agreement.

#### Section 16: Governing Law; Jurisdiction; Venue

- A. This Contract shall be governed and construed in accordance with the laws of the State of Tennessee without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Chancery or Circuit Courts of Sumner County for the State of Tennessee. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Middle Tennessee filed in Davidson County, Tennessee. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

#### Section 17: Notice

- A. All notices, requests and other communications to any party hereunder shall be in writing and shall be given to the notice address listed at the bottom of this Agreement ("Notice Address") or such other address or telephone or facsimile number as such party may hereafter specify by written notice to the other party. Each such notice, request or other communication shall be effective if given by any other means, when delivered at the address specified in the Notice Address.

#### Section 18: Severability

- A. Each provision of this Agreement is severable and if any provision shall be finally determined to be invalid, illegal or unenforceable ("invalid") in any jurisdiction, the remaining provisions shall not be affected thereby, nor shall said provision be invalid in any other jurisdiction.

#### Section 19: Successors and Assigns

- A. This Agreement, including its terms and provisions, shall be binding upon and inure to the benefit of the parties hereto and their respective partners, legal representatives, successors and assigns.

Section 20: Time of Performance

- A. Contractor agrees to perform its services hereunder in a timely manner and as outlined in the BID SCHEDULE.

Section 21: Waiver

- A. Either party's failure to enforce any provision of this Agreement or to require performance by the other party shall not be construed as a waiver of such provision nor affect the validity of the Agreement or any party thereof, or either party's right to enforce any provision thereafter.

Section 22: Authorization; Validity

- A. The persons executing this Agreement on behalf of the Contractor and THE CITY OF GALLATIN each acknowledge that he or she has read the Agreement in full and has an opportunity to review it, understand it and agrees to each and every one of the provisions contained herein, and is duly authorized to execute this Agreement on behalf of and bind Contractor or THE CITY OF GALLATIN, as the case may be, to the terms and conditions set forth herein. This Agreement shall become valid when executed and accepted by THE CITY OF GALLATIN.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONTRACTOR  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CITY OF GALLATIN, TENNESSEE  
By: *[Signature]*  
Title: *Mayor*

Notice Address:

Notice Address:  
The City of Gallatin, Engineering Division, 132 West Main Street, Gallatin, TN 37066



APPENDIX A

BID SCHEDULE:

Item No.	Description	Cost
1	Preventive Maintenance and Inspection of Traffic Signal Cabinets. Maintenance/Inspection shall include all items in APPENDIX B and include a digital copy of each inspection.	Rate Per Cabinet: \$ _____
2	Standard Hours (7AM-6PM, MTWTF) work rate. Rate includes 2 men and bucket truck.  Standard Hours work includes, but is not limited to standard maintenance, troubleshooting, and improvements at traffic signals.	Rate Per Hour: \$ _____
3	Overtime Hours (Anytime outside of the hours of 7AM-6PM, MTWTF) work rate. Rate includes 2 men and bucket truck. Overtime Hours work may only be performed at the specific request of the City.  Overtime Hours work includes, but is not limited to Emergency trouble calls (physical damage, safety risks at intersections, etc.) and work that must be performed outside of normal business hours due to traffic volumes. Contractor shall have men/equipment available on call at all times that can respond within 3 hours of initial trouble call.	Rate Per Hour: \$ _____
4	Additional bucket truck	Rate Per Hour: \$ _____
5	Additional Man	Rate Per Hour: \$ _____
6	Loop repair/installation (1 Loop)  Loop repair/installation (1 Loop) includes cost of installation, materials, saw cutting, connection to lead-in cable, and appropriate connection in cabinet for repair/installation of inductive loops. This item includes verification of appropriate hookup in control cabinet. All work shall be done to TDOT specifications. Measurement shall be by the amount of loop wire used.	Rate Per LF \$ _____
6	Loop repair/installation (More than 1 Loop)  Loop repair/installation (More than 1 Loop) includes cost of installation, materials, saw cutting, connection to lead-in cable, and appropriate connection in cabinet for repair/installation of inductive loops. This item includes verification of appropriate hookup in control cabinet. All work shall be done to TDOT specifications. This rate applies if multiple loops are requested in same work order. Measurement shall be by the amount of loop wire used.	Rate Per LF \$ _____

APPENDIX B  
**Traffic Signal Preventative Maintenance Checklist**

**Location:** \_\_\_\_\_

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

	Actions To Perform	Complete	Comments/Notes
1	Clean and vacuum cabinet.		
2	Replace air filter.		
3	Check cabinet thermostat and fan operations.		
4	Check cabinet for moisture, caulk if needed.		
5	Check cabinet light.		
6	Check cabinet electrical receptacle.		
7	Lubricate cabinet locks and hinges.		
8	Tighten electrical connections including power service and ground wire, and all neutral buss bar connections		
9	View suppression devices for damage.		
10	Take and Record Line Voltage.		
11	Take and Record Ampere Reading. (Current)		
12	Check loadswitches and flasher are properly seated.		
13	Check physical condition of the controller. Record controller type and firmware version.		Type: _____ Version: _____
14	Set correct time/date on controller and conflict monitor.		
15	Back up data to EPROM (if available, should be in plastic bag hanging on door). If no EPROM available make note.		
16	Check controller inputs watch overall operations.		
17	Check preemption operation (if needed). Have Police come out to check with siren.		
18	Check physical condition of conflict monitor. Record monitor type.		
19	Perform field test, check to see if fault or conflict causes flash.		
20	Check all vehicle detectors operation. Note type of detection and any bad detectors or loops.		
21	Check pedestrian pushbuttons, and ped operations (if needed). Note if there are pedestrian phases.		
22	Check if communications (radio or fiber) is functioning (where applicable). Note type of communications in place.		
23	Record any lamps out vehical or ped.		
24	Observe all overhead signal indications, record any malfunctions.		
25	Observe all overhead wires, signs, backplates, visors, etc. Note any missiiong or broken.		
26	Observe overall physical conditons of intersection, record any repairs needed.		
27	Check pavement marking, stopbars, crosswalks, etc. record where striping needs upgraded.		

Notes:

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