

CITY OF GOODLETTSVILLE  
INVITATION TO BID

RFB 1708-0049

Sealed bids for the following projects:

CULVERT REPAIRS and IMPROVEMENTS in the CITY of GOODLETTSVILLE 2017-2018

Will be received by the City of Goodlettsville at City Hall until 2 p.m., local time, on **August 3, 2017**.

The Instructions to Bidders, Form of Agreement, Specifications, and other bidding instruments may be examined at:

Department of Public Works

215 Cartwright Street

Goodlettsville, TN 37072

The Owner reserves the right to waive any informality and to reject any or all bids.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1976 (TCA Title 62, Chapter 6). No bid will be opened unless the outside sealed envelope containing the bid provides the following information: The Contractor's license number, the date of the license's expiration, and a quotation of that part of his classification applying to the bid. In the case of joint ventures, this information must be provided by each party submitting the bid.

All bids must be made out on the Bid Form bound in with the contract documents. This Bid Form must not be detached from the contract documents.

With his bid, each Bidder must deposit security in the amount of five percent (5%) of the amount of the bid, subject to the conditions stated in the Instructions to Bidders.

A Contract performance-payment bond of 100% of the contract amount will be required.

No Bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

**SUPPLEMENTARY CONDITIONS**

**ARTICLE 1 – DEFINITIONS**

The "Owner" is responsible for the Standard General Conditions of the Contract Documents.

The term "Subcontractor," as employed herein, includes only those having a direct contract with the Contractor; and it includes one who furnishes material worked to a special design according to the drawings and specifications of this work, but does not include one who merely furnishes material not so worked.

## ARTICLE 2 – PRELIMINARY MATTERS

2.01 The Contract shall be signed in three (3) original copies by the Owner and the Contractor.

## ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING AND REUSE

3.01 Nor oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after execution of this Contract, shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

## ARTICLE 4 – BONDS AND INSURANCE

4.01 Performance and Payment Bond: The Contractor will provide and furnish upon contract signing a 100% Performance and Payment Bond, written by a surety company licensed to write bonds in the state of Tennessee.

4.02 Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered except after thirty (30) days' written notice has been received by the Owner."

4.03 Contractor's Liability Insurance

Contractor's General Liability and Automobile Liability Insurance: The contractor will furnish the Owner with proof of Insurance coverage under a general liability insurance policy and an automobile liability insurance policy, both of which will be of the comprehensive form. The insurance shall protect the insured from claims for damages because of bodily injury (including accidental death) and from claims for property damage (including loss of use resulting therefrom). This insurance shall include the specific coverages and be written for not less than the limits set out in Article 9 Section 13 of these Supplementary Conditions. In addition, the contractor will furnish an Owner's protective policy similar to that specified therein.

Subcontractor's General Liability and Automobile Liability Insurance: The Contractor shall either (1) require each of his Subcontractor's to procure and maintain, during the life of their subcontract agreement, insurance as specified in Article 4.03 of the Supplementary Conditions, or (2) insure the activities of his Subcontractor(s) in his own insurance policy.

Scope of Insurance and Special Hazards: The insurance required under paragraph 4.03 hereof shall provide adequate protection for the Contractor and his Subcontractors against any or all damage claims that may arise out of or result from operations under the requirements, of the contract documents whether such operations be by the insured or anyone directly or indirectly employed by him, and also against any of the special hazards (such as explosion and collapse of underground hazards) that may be encountered in the performance of the work called for by the contract documents.

Contractor's and Subcontractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

#### ARTICLE 5- DELETED

#### ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

##### 6.01 Protection of Lives and Health

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions at the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

#### ARTICLE 7 – CONTRACT DURATION

7.01 The annual cementitious lining contract will be in effect for one year from the date of the contract execution. At expiration any work assigned will be completed in accordance with the Contract Terms.

7.02 Upon satisfactory performance of the work this contract may be extended by mutual consent under the same terms and conditions for additional periods of time, which shall not exceed a cumulative of (4) four additional years.

#### ARTICLE 8 – SPECIFICATIONS

All material and work shall conform to the Tennessee Department of Transportation standard specifications for culvert lining, latest revision; the U.S. Department of Transportation Federal Highway Administration manual on uniform traffic control devices (mutcd) and any other local regulations or ordinances which may apply.

#### ARTICLE 9 – GENERAL REQUIREMENTS

9.01 The work to be done consists of furnishing all material, equipment and performing all labor necessary for repair of designated culverts as directed by the owner. Contractor shall perform all preparation of culvert for cementitious lining including cleaning and/or removal of sediment and obstructions. Contractor shall also provide all water, signage, flaggers as necessary for proper job completion in accordance with all requirements from MUTCD, TDOT and local ordinance or city

policy and procedures. Contractor must provide for cement cleanout off site or through acceptable method to prevent any environmental or water pollution.

- 9.02 Each proposal must be accompanied by a bidder's bond from a surety company acceptable to the City of Goodlettsville, Tennessee for not less than (5%) of the total bid. A 100% performance bond will be required.
- 9.03 No bidder may withdraw a bid for a period of sixty (60) days after bids have been opened.
- 9.04 The right is reserved to reject any and all bids and to waive technicalities.
- 9.05 Bidding will be in accordance with the Tennessee general contractor's license law. Bidders on construction in the amount of \$50,000.00 or more must be licensed contractors as required by chapter 135 of the public acts of 1945 of the general assembly of the state of Tennessee, article 1, and amendments thereto. Bidders shall place their bid in an envelope showing bidder's name, license number, expiration date, and that part of classification applying to the bid in accordance with t.c.a. 62-6-119. Bids not conforming to this provision not to be opened.
- 9.06 Error in bid: in the case of error in the extension of price in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after the specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- 9.07 Time for completion: the contractor should have the capability to respond to specific requests on short notice within the city of Goodlettsville.
- 9.08 The City reserves the right to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the city of Goodlettsville or any subdivision thereof for such materials or supplies as are not in accordance with specifications. In the event necessity requires the use of material or supplies not conforming to the specifications, payment therefore may be made at a proper adjustment in price.
- 9.09 Payment to contractor: the contractor shall submit to the city such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the owner may request concerning work performed or to be performed under this contract.
- 9.10 Disagreement: should any disagreement or differences arise as to the estimate or quantities or as to meaning of the specifications or conditions, or any point concerning the character, acceptability and nature of the several kinds of work, and material and construction thereof, the decision of the city manager shall be final and conclusive and binding upon the contractor.
- 9.11 Protection of persons and property: the contractor shall be responsible for all injuries or damage to persons or property that occur in connection with the performance of work under this contract. He shall take all necessary precautions and exercise adequate diligence to prevent injuries or damage of any nature to persons or property of others during the prosecution of this contract.
- 9.12 Compensation insurance: the contractor shall procure and shall maintain during the life of this contract workers' compensation insurance for all employees to be engaged in work on the project

under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's workers' compensation insurance.

9.13 Public liability and property damages insurance: the contractor shall take out and maintain during the life of this contract such liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations by himself or any subcontractor or by anyone directly or indirectly employed by either of them. If the contractor has or obtains primary and umbrella excess policies, there shall be no gap between them. The amount of such insurance will be as follows:

(A) public liability insurance - in the amount of not less than \$ 1,000,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.

(B) property damage insurance - in an amount not less than \$1,000,000.00 for any one damage claim.

(C) combined single limit (public liability & property damage) - in the amount of not less than \$1,000,000.00 per occurrence.

(D) owner's protective liability insurance - issued in the name of the owner for liability and property damage in the same amount as stipulated for the contractor.

9.14 Proof of carriage insurance: the contractor shall furnish the owner with satisfactory proof of carriage of the insurance required by submitting certificates of insurance.

9.15 Right of the owner to terminate the contract: if the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed for the contractor or any of his property, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the contract or persistently disregard instructions of the city or fail to observe or perform any provisions of the contract conditions or otherwise be guilty of a substantial violation of any provision of the contract conditions, then the city may, by at least ten (10) days from receipt of written notice to the contractor, without prejudice to any other rights or remedies of the city in the premises, terminate the contractor's right to proceed with the work. In such event, the city may take over the work and prosecute the same to completion by contract or otherwise, and the contractor shall be liable to the city for any excess cost occasioned to the city hereby.

9.16 The contractor agrees that he will indemnify and save harmless the City from all claims, suits or proceedings of any nature whatsoever which may be brought against the City on account of any injuries to person or property received from the contractor, his agents or servants. The contractor shall at all times provide reasonable safeguard against injuries to persons and property from the acts of the contractor or his agents or servants, and all work shall be at the risk of the contractor, and all damages occasioned thereby, or any injury done by the contractor, or any of his employees, to person or to personal or real property, also all damages that may be occasioned to persons and property, both real and personal, by an act of commission or omission on the part of the contractor, or his employees, resulting from the carrying out of said work, shall be paid by the contractor, and

the city shall be saved wholly harmless therefrom by the contractor and/or the City, or in the event of a joint liability with or without suit, it is expressly agreed that the contractor shall not claim or set up, or plead as a defense, that he and the City were joint wrongdoers, and that he and the bond covering this work are not liable.

- 9.17 Upon satisfactory performance of the work this contract may be extended by mutual agreement of the contractor and the City of Goodlettsville (in writing) for an additional one (1) year period. Which shall not exceed a cumulative of (4) four additional years.
- 9.18 All material prices shall be quoted "in place."
- 9.19 The contractor shall submit an equipment rental schedule to be made part of the contract.
- 9.20 All repair work done during peak traffic hours shall be as directed by the owner.
- 9.21 The contractor shall be responsible for the location and protection of existing utilities.
- 9.22 Bidders are required to set forth in their bids the correct name and business address of all subcontractors proposed to be used in the construction of the project. The City of Goodlettsville reserves the right to refuse one or more of said subcontractors if found to be unacceptable.
- 9.23 All bidders must submit their qualifications and available equipment with their bids. The City shall reserve the right to reject any and all bids.