

**CITY OF GOODLETTSVILLE
SUMNER COUNTY, TENNESSEE**

MAYOR JOHN COOMBS

APRIL 2017

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF
AN ALUMINUM BOX CULVERT ON
HAPPY HOLLOW ROAD OVER MADISON CREEK**



**COLLIER ENGINEERING COMPANY, INC.
5560 FRANKLIN PIKE CIRCLE
BRENTWOOD, TN 37027**

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**SECTION 001
ADVERTISEMENT FOR BIDS**

City of Goodlettsville
Sumner County, Tennessee

Sealed Bids for the construction of the “City of Goodlettsville - Happy Hollow Road - Culvert Replacement” will be received by the City of Goodlettsville at the office of Mr. Charles Ballard, the Purchasing Director, located at 105 South Main Street, Goodlettsville, Tennessee, 37072 until 2:00 P.M. CDT April 13, 2017, at which time the Bids received will be publicly opened, read aloud, and the apparent successful Bidder identified subject to further bid evaluation. Bids received after the above time and date will be rejected.

The following is a general description of the Project:

Demolition of existing 72 inch diameter corrugated metal drainage culvert and installation of a metal arch pipe with concrete footer and wing walls. Contractor shall install and maintain erosion control and traffic control during project period.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis as indicated in the Bid Form. All bids must be in accordance with the Bidding Documents prepared and issued by the City of Goodlettsville.

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8 a.m. and 4 p.m., and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at the following:

- City of Goodlettsville City Hall, 105 South Main Street, Goodlettsville, TN 37072
- City of Goodlettsville Public Works Department, 215 Cartwright Street, Goodlettsville, TN 37072

Printed copies of the Bidding Documents may be obtained from the Issuing Office, after 9:00 A.M. C.D.T. Wednesday, Marc 29, 2017, upon payment of a non-refundable deposit of \$50 for each complete set of drawings and specifications. Checks for Bidding Documents shall be payable to “City of Goodlettsville.” Upon request and receipt of the document deposit indicated above plus a non-refundable shipping charge, the City of Goodlettsville will transmit the Bidding Documents via delivery service. The shipping charge amount will depend on the shipping method selected by the prospective Bidder. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder’s date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Owner will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the City of Goodlettsville. No electronic media design document copies will be issued or allowed to be issued for this project without the express written permission of the Owner. All Bidders must be registered plan holders with the City of Goodlettsville. There will be no pre-bid conference for this project.

A "Bid Bond" or other bond security in the amount of 5 percent of the bid amount must accompany the submitted bid. The successful Bidder will be required to furnish a "Performance Bond" and a "Payment Bond", each for 100 percent of the contract amount, as security for the faithful performance of the work and the payment of all bills and obligations arising from the performance of the work.

All bids, which shall include the costs for payment and performance bonds when required, shall remain binding on the Contractor for a period of 60 days after the bid date and time and the Owner reserves the right to accept any bid or bid alternate, to reject any or all bids, or to waive any informalities in bids received where such acceptance, rejections, or waiver is considered to be in the best interest of the Owner. All alternates requested on the bid form will be considered in the award of the Contract.

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 sealed envelope containing the bid provides the following information: the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the masonry over \$100,000, electrical, plumbing, heating, ventilation, and air conditioning contracts, and for each vertical closed loop geothermal heating and cooling project, the company name, Tennessee Department of Environment and Conservation license number, classification (G, L, or GL), and the expiration date, appear on the outside of the envelope containing the bid except when the bid is in an amount less than twenty-five thousand dollars (\$25,000) [masonry over \$100,000]. When the bid is less than twenty-five thousand dollars (\$25,000), the name of the contractor only may appear on the outside of the envelope containing the bid, and upon opening the envelope, if such bid is in excess of twenty-five thousand dollars (\$25,000), the same shall automatically be disqualified. Only one (1) contractor in each classification may be listed. Prime contractor bidders who are to perform the electrical, plumbing, heating, ventilation, and air conditioning or the geothermal heating and cooling must be so designated upon the outside of the envelope. Failure of any bidder to comply therewith shall void such bid and the envelope containing such bid shall not be opened or considered. The failure of any bidder to comply with all of the provisions hereof shall automatically disqualify such bid.

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid or bids judged to be in the best interest of the City.

The City of Goodlettsville does not discriminate on the basis of age, race, sex, color, national origin, religion or disability in admission to, access to, or operation of its programs, services or activities, nor does it discriminate in its hiring, employment or purchasing practices. Contact the City Manager at (615) 851-2200 with questions, concerns, complaints and with requests for ADA accommodations.

No faxed bids will be accepted. All bids must be in a sealed envelope marked "City of Goodlettsville - Happy Hollow Road - Culvert Replacement."

Owner: City of Goodlettsville
By: Greg Edrington
Title: City Engineer
Date: March 28, 2017

**SECTION 002
INFORMATION FOR BIDDERS**

1. RECEIPT AND OPENING OF BIDS

(A) City of Goodlettsville, Tennessee (hereinafter called the "Owner") invites bids on the form included herein, all blanks of which must be properly filled in. Bids will be accepted at City of Goodlettsville, 105 S. Main St., Goodlettsville, TN 37072 until **April 13, 2017 at 2:00 p.m.**, at which time bids will be opened and publicly read aloud. The envelopes containing the bids must have the following information on the outside of the envelope:

Name of Bidder
Bidder's Address
Bidder's Tennessee License Number
Bidder's License Expiration Date
Bidder's License Classification (Contractor and Sub-Contractor)
Project Number and Names for which bid is being submitted

(B) If the above information is not shown on the outside of the envelope, the bid will not be opened but returned unopened to the bidder. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope and addressed as specified above.

(C) The Owner will consider informal any bid not prepared as outlined above, and such bids will not be opened. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or postponement thereof. Any bid received after the scheduled time for opening bids shall not be considered. No bidder may withdraw his bid within sixty (60) days after the actual date of the bid opening.

2. PREPARATION OF BIDS

(A) Each bidder must submit his bid on the forms furnished herein. Bid forms shall not be detached from the Contract Documents Book. All blank spaces in the Bid Forms must be filled in (in ink) where indicated for each item. Unit prices must be written in both numerals and words. Words, unless obviously incorrect, will govern in case of conflict between words and numerals.

(B) No qualifying statements or letters will be considered. Totals read at the Bid Opening will not be considered correct and no award will be made until unit prices, extensions, and totals have been checked.

3. BID SECURITY

Each Proposal must be accompanied by a Bid Bond from a Surety Company acceptable to the Owner on the form contained herein, or on a form provided by the Surety Company; or a certified check, or a cashier's check made payable to the Owner, for not less than five (5%) percent of the amount of the bid. Checks will be returned to all except the three low bidders within ten (10) days after opening of the bids and the remaining checks will be returned promptly after the Owner and accepted bidder have executed the contract. If no award has been made within sixty (60) days after the bid opening, the checks will be returned to the three low bidders, upon demand, at any time thereafter.

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Specifications or other Bid Documents will be made orally to any Bidder. Request for interpretations shall be made in writing addressed to the City of Goodlettsville, 105 South Main Street, Goodlettsville, TN 37072, and must be received at least five (5) days prior to the date scheduled for opening of bids. All such interpretations shall be in the form of written addenda to be delivered by certified mail to all prospective bidders. Failure of any Bidder to receive any addendum shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the Contract Documents.

5. TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegram at any time prior to the scheduled closing time. The telegraphic communications shall not reveal the total bid price but shall provide the addition, subtraction, or other modification in such a manner that the final amount of terms cannot be known to the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the scheduled closing time, no consideration will be given to the telegraphic modification.

6. QUALIFICATION OF BIDDER

All Bidders must be properly licensed with the State of Tennessee Board for Licensing Contractors. The Owner may make any investigations he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information for this purpose that the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is qualified to carry out the obligations of this contract and to complete the work as specified herein. No Conditional Bids will be accepted.

7. DEBARRED CONTRACTORS

All Bidders are hereby advised that no award of this contract will be made to any firm or individual that is currently debarred by the State of Tennessee, or the Federal Highway Administration. All Bidders must be properly licensed with the State of Tennessee Board for Licensing Contractors.

8. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site (or sites), and to have read and to be thoroughly familiar with the Drawings, Specifications and Bid Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his bid. No allowance will be made to any Bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the Bidder has made such examination.

9. SUBCONTRACTS

The Bidder is notified that all subcontracts under this contract must be acceptable to the Owner.

10. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State and Local Laws, Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to this Contract, and they will be deemed to be included in the Contract the same as if herein written out in full.

11. FAILURE TO ENTER INTO CONTRACT

Should the successful Bidder fail to execute and deliver the Agreement and required Bonds within twenty (20) days after he has received a "Notice of Award", he shall forfeit to the Owner, as liquidated damages, the security deposited with this bid.

12. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder agrees to commence work on or before a date to be specified in a written "Notice to Proceed" and to complete the project within the time specified in the Proposal. Bidder also agrees to pay, as liquidated damages, the sum for each calendar day thereafter as provided for in the Proposal.

13. METHOD OF AWARD

The Contract will be awarded on the basis of the lowest and best total bid submitted by a responsible bidder, provided said bid does not exceed the amount of funds available. However, any unreasonable unit price (either excessive or below the reasonable value) may be a basis for rejecting the entire Bid. The Owner reserves the right to waive any informalities or minor defects in the bid or to reject any and/or all Bids.

SECTION 003
PROPOSAL

TO: City of Goodlettsville, Tennessee

The undersigned bidder has carefully examined the site of the work described herein; has become familiar with local conditions and the extent of the work, has examined the Plans, Specifications and all other Contract Documents, and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the source of materials required; has investigated labor conditions; has arranged for the continuous prosecution of the work described herein.

In compliance with your advertisement for bids, the undersigned Bidder hereby proposes to furnish all labor, materials and equipment and to perform all work necessary to complete the project in strict accordance with the Plans, Specifications, and all other Contract Documents and agrees to accept therefore, as payment in full, the unit prices for the items described in the plans and set forth in the Proposal.

The Bidder agrees that the quantities shown herein and on the plans are estimated and can be increased or decreased, if required, and agrees to complete all items whether increased or decreased at the unit prices stated herein. The undersigned Bidder declares that this Proposal is in all respects fair and is made without collusion with any other person or firm submitting a Proposal for this Project.

The undersigned Bidder agrees to be bound by this Proposal for a period of sixty (60) days after the opening of bids and further agrees that if a written "Notice of Award" is delivered during this period, he will execute the Contract in accordance with the provisions contained herein, and furnish the required Performance and Payment Bonds with good and sufficient surety within twenty (20) days after receipt of the "Notice of Award" and prescribed forms.

**SECTION 004
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of _____

County of _____

I, _____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____,
(Title) (Name of Company)
the Bidder that submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid:
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF GOODLETTSVILLE, TENNESSEE (Local Public Agency) or any person interested in the proposed contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties, in interest, including this affiant.

Signature

Title

SUBSCRIBED AND SWORN BEFORE ME

THIS _____ DAY OF _____, 201__.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

**SECTION 005
AFFIDAVIT OF COMPLIANCE WITH THE
DRUG-FREE WORKPLACE ACT
TENNESSEE CODE ANNOTATED TITLE 50, CHAPTER 9**

I, _____ (*print name of officer*), the duly appointed and/or
elected _____ (*print title*), and a principal officer of
_____ (*print name of company or entity*) hereby certify that:

CHECK ONE:

_____ _____ (*print name of company or entity*) is exempt from the
requirements of Tennessee Code Annotated, Title 50, Chapter 9.

_____ _____ (*print name of company or entity*) is
subject to the requirements of Tennessee Code Annotated, Title 50, Chapter 9, the Drug-Free
Workplace Act and has a drug-free workplace program that is in full compliance with the Act
as of the _____ day of _____, 201__, which is also the date that
_____ (*print name of company or entity*) submitted the attached bid
to the City of Goodlettsville, Tennessee.

I hereby certify on this the _____ day of _____, 201__, that the above is true and correct
to the best of my information and belief.

Signature

Print Name

Title

STATE OF TENNESSEE)

)

COUNTY OF _____)

Personally appeared before me, the undersigned Notary Public, in and for said State and County aforesaid, the within named _____, with whom I am personally acquainted, and who upon oath acknowledged himself to be the duly elected officer of _____ the within named entity, and that he as such officer, being authorized so to do, executed the foregoing Affidavit for the purpose therein contained, by signing the name of the entity by himself as said officer.

Witness my hand and official seal, on this the _____ day of _____, 201__.

Notary Public

My commission expires: _____

SECTION 006
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal

as Surety

are hereby held and firmly bound unto the City of Goodlettsville, Tennessee (as Owner), 105 S. Main St., Goodlettsville, TN 37072 in the penal sum of _____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. THE CONDITION OF THE ABOVE OBLIGATION is such that whereas, the Principal has submitted to the City of Goodlettsville a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of an ALBC #8 10'-2" x 2'-8" Aluminum Box Culvert (60° Skew) on Happy Hollow Road over Madison Creek, City of Goodlettsville, Sumner County, Tennessee.

NOW, THEREFORE,

- a. If said BID shall be rejected or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BOND: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**SECTION 007
ESTIMATED QUANTITIES**

The Bidder shall fill in a unit price both in words and in numerals, for each item contained in this Proposal. Failure to fill in a unit price for any item will be considered sufficient grounds for declaring the bid irregular.

*NOTE: IF BID EXCEEDS FUNDS AVAILABLE, THE CITY OF GOODLETTSVILLE, TENNESSEE RESERVES THE RIGHT TO REDUCE THE QUANTITY TO FIT AVAILABLE FUNDS. ALL ITEMS SHALL BE BID WITH THE UNDERSTANDING THAT THE QUANTITY FOR ANY ITEM MAY BE INCREASED, DECREASED, OR DELETED AT THE DIRECTION OF THE ENGINEER OR CITY.

Happy Hollow Road over Madison Creek

<u>ITEM NO.</u>	<u>DESCRIPTION UNIT PRICE IN WORDS</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>
201-01	CLEARING AND GRUBBING For _____ Dollars _____ Cents, per lump sum	1	L.S.	\$ _____	\$ _____
202-04.01	REMOVAL OF STRUCTURES (EXISTING CULVERTS) For _____ Dollars _____ Cents, per lump sum	1	L.S.	\$ _____	\$ _____
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED) For _____ Dollars _____ Cents, per cubic yard	280	C.Y.	\$ _____	\$ _____
203-03	BORROW EXCAVATION (UNCLASSIFIED) For _____ Dollars _____ Cents, per cubic yard	415	C.Y.	\$ _____	\$ _____
203-07	FURNISHING AND SPREADING TOPSOIL For _____ Dollars _____ Cents, per cubic yard	90	C.Y.	\$ _____	\$ _____
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING) For _____ Dollars _____ Cents, per linear foot	400	L.F.	\$ _____	\$ _____
209-09.01	SAND BAGS For _____ Dollars _____ Cents, per bag	400	BAG	\$ _____	\$ _____
209-09.02	TEMPORARY SEDIMENT FILTER BAG (14'-6 x2'-0"x13'-3") For _____ Dollars _____ Cents, per bag	1	BAG	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION UNIT PRICE IN WORDS</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>
209-20.04	POLYETHYLENE SHEETING (10 MIL.) For _____ Dollars _____ Cents, per square yard	200	S.Y.	\$ _____	\$ _____
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D For _____ Dollars _____ Cents, per ton	560	TON	\$ _____	\$ _____
303-01.02	GRANULAR BACKFILL (BRIDGES) For _____ Dollars _____ Cents, per ton	450	TON	\$ _____	\$ _____
307-01.08	ASPHALT CONCRETE MIX (PG64-22) For _____ Dollars _____ Cents, per ton	150	TON	\$ _____	\$ _____
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC) For _____ Dollars _____ Cents, per ton	2	TON	\$ _____	\$ _____
402-02	AGGREGATE FOR COVER MATERIAL (PC) For _____ Dollars _____ Cents, per ton	6	TON	\$ _____	\$ _____
604-03.01	CLASS "A" CONCRETE (BRIDGES) For _____ Dollars _____ Cents, per cubic yard	45	C.Y.	\$ _____	\$ _____
604-03.02	STEEL BAR REINFORCEMENT (BRIDGES) For _____ Dollars _____ Cents, per pound	2,685	LB.	\$ _____	\$ _____
607-40.70	CORRUGATED ALUMINUM BOX CULVERT (ALBC #8) For _____ Dollars _____ Cents, per linear foot	48	L.F.	\$ _____	\$ _____
709-05.06	MACHINED RIP-RAP (CLASS A-1) END TREATMENT For _____ Dollars _____ Cents, per ton	100	TON	\$ _____	\$ _____
710-09.01	6" PERF. PIPE WITH VERTICAL DRAIN SYSTEM For _____ Dollars _____ Cents, per linear foot	88	L.F.	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION UNIT PRICE IN WORDS</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>
710-09.02	6" PIPE UNDERDRAIN For _____ Dollars _____ Cents, per linear foot	40	L.F.	\$ _____	\$ _____
712-01	TRAFFIC CONTROL For _____ Dollars _____ Cents, per lump sum	1	L.S.	\$ _____	\$ _____
801-01	SEEDING (WITH MULCH) For _____ Dollars _____ Cents, per unit	10	UNIT	\$ _____	\$ _____
				TOTAL	\$ _____

The undersigned Bidder further agrees, if awarded the Contract in accordance with the Proposal, to begin within work immediately upon receipt of the "Notice to Proceed" and to complete the work under the provisions of the Contract within forty-five (45) calendar days with a maximum outage on the road of seven (7) calendar days, or pay as liquidated damages the sum of \$500.00 per calendar day thereafter.

The undersigned Bidder hereby certifies that he has received, read, and executed the following numbered addenda:
____, _____, _____.

By: _____
Name Title Date

Firm Name: _____

State of Incorporation: _____

Mailing Address: _____
Street Address City State Zip

Telephone Number: _____

Email Address: _____

Contractor's License Number: _____

Date of Expiration: _____

