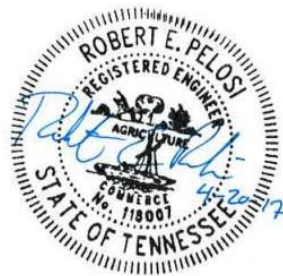


**CONTRACT DOCUMENTS & SPECIFICATIONS  
FOR  
GATEWAY SUBDIVISION DRAINAGE IMPROVEMENTS  
PHASE ONE**

CITY OF GOODLETTSVILLE  
105 S. MAIN STREET  
GOODLETTSVILLE, TN 37072

MAYOR JOHN COOMBS

Project ID: 1079160010 & 1079160020



**OHM ADVISORS**  
**Architects.Engineers.Planners**  
209 10<sup>th</sup> Avenue South, Suite 116  
Nashville, TN 37203

May 9, 2017

# Gateway Subdivision Drainage Improvements Phase One

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Section 001

**ADVERTISEMENT FOR BIDS**

Gateway Subdivision Drainage Improvements Phase One

City of Goodlettsville  
(Owner)

Separate sealed Bids for furnishing of all materials, labor, tools, equipment, and appliances necessary for the construction of Phase One Drainage Improvements in Gateway Subdivision as follows:

Contract A: Janette Avenue

Contract B: Friendship Drive

Bids will be received by Charlie Ballard, 105 South Main Street, Goodlettsville, TN 37072 until 2:00 PM, local time, on Tuesday, May 9, 2017, and then at said office publicly opened and read aloud.

The projects consist of the installation of a total of approximately 2,200 linear feet of reinforced concrete pipe gravity drainage pipe with the necessary inlets, junction boxes and outlets to enhance the drainage of the subject existing streets.

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.

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

Copies of the Contract Documents and Specifications, including bidding documents and requirements and Contract Drawings may be obtained from the owner, upon payment of \$100 for each complete set of documents. This payment is not refundable.

Bidders must be listed on owner's list of plan holders who have purchased the Contract Documents, Specifications, and Drawings.

No bid may be withdrawn within 60 days after the scheduled time for receipt of bids. 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.

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 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

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 "Gateway Subdivision Drainage Improvements Phase One."

City of Goodlettsville

Tim Ellis, City Manager

**SECTION 002**  
**INSTRUCTIONS TO BIDDERS**

**1. RECEIPT AND OPENING OF BIDS**

City of Goodlettsville, Tennessee (hereinafter called the "Owner") requests bids on the form included herein. Proposals will be accepted until **May 9, 2017 at 2:00 p.m.**, at which time bids will be opened and publicly read aloud.

**FORM OF PROPOSAL**

All Proposals must be made and signed by the bidder on the form attached hereto. Additional copies of the Proposal form for the bidder's files may be obtained upon request at the office of the Owner.

All prices stated in the Proposal must be plainly written in legible words and figures using black ink or typed. Illegibility of any work and/or figure in the Proposal may be sufficient cause for rejection of the Proposal by the Owner. All spaces shall be filled in on the Proposal form.

Supplemental statements by the Contractor written into the Proposal form or by letter modifying the terms of the base Proposal will be considered as irregular and may make the Proposal subject to rejection by the Owner.

Each Proposal must be enclosed in a sealed envelope addressed to and labeled as follows:

Addressed to:

City of Goodlettsville  
Attn: Charlie Ballard  
105 S. Main Street  
Goodlettsville, TN 37072

Information to be provided on outside of envelope:

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

**2. PREPARATION OF BIDS**

**BASIS OF PROPOSAL**

Proposals are solicited on the basis of unit prices for certain items of work and lump sum prices for certain items of work, all as provided in the Bid form.

The preliminary estimates of quantities indicated, although given with as much accuracy as is practicable, are to be regarded as approximate only, being given for the general guidance of the bidders as a basis upon which the different Proposals may be compared. The Owner reserves the right to increase or diminish any or all of these quantities within reasonable limits and the Contractor shall be paid for the actual amount of work completed by him and accepted by the Owner at the prices stated in his proposal.

**RIGHT TO ACCEPT, TO REJECT AND TO WAIVE DEFECTS**

The Owner reserves the right to accept any Proposal, to reject any or all Proposals, and to waive defects

or irregularities in any Proposal. In particular, any alteration, erasure or interlineation of the contract documents and of the form of Proposal shall render the accompanying Proposal irregular and subject to rejection by the Owner unless initialed by the signatory prior to receipt of the Proposal.

#### WITHDRAWAL OF BIDS

Any bidder who has submitted a Proposal to the Owner may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bidder may withdraw his bid after the time stated in the Advertisement for receiving bids, and his bid shall be firm and shall remain firm for a period of sixty (60) days thereafter.

### **3. BID SECURITY**

#### BID DEPOSITS

Each Proposal must be accompanied by a bid deposit. This shall be in the form of a certified check or bidder's bond, for a sum not less than five percent (5%) of the amount of the Proposal drawn upon some bank in good standing or issued by a surety company authorized to do business in Tennessee. This is a guarantee on the part of the bidder that he will, if called upon to do so, enter into a contract, in the attached form, to do the work covered by such Proposal at the prices stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such certified check or bidder's bond shall be made out to the Owner and shall be subject to the conditions specified in the Proposal.

#### RETURN OF BID DEPOSITS

The bid deposits of all except the THREE lowest bidders will be returned within ten (10) days after the opening of bids. The bid deposits of the three bidders will be returned promptly after the executed Contract and the required bonds have been fully approved by the Owner or after rejection of all bids.

### **4. ADDENDA AND INTERPRETATION OF CONTRACT DOCUMENTS**

Neither the Owner nor Engineer will give verbal answers to any inquiries regarding the meaning of Drawings and Specifications, or verbal instructions prior to the award of the Contract. Any verbal statement regarding the same by any persons, prior to award, shall be unauthoritative.

Any explanation desired by bidders must be requested of the Owner in writing not less than five (5) days prior to the bidding date and, if explanation is necessary, a reply will be made in the form of an Addendum. A copy of the Addendum will be forwarded to each prospective bidder who has received a set of the Contract Documents and to such other interested parties as have requested that they be furnished with a copy of each Addendum.

All Addenda issued to bidders prior to date of receipt of bids shall become a part of the Contract Documents and all bids are to include the work therein described. Each Proposal submitted shall list all Addenda by numbers which have been received prior to time scheduled for receipt of bids.

### **5. MODIFICATION OF BIDS**

Bidder may modify his bid in writing prior to the scheduled bid opening. Written communications shall not disclose the total bid price, but shall provide addition, subtraction, or other modification in a manner that the final amount of bid cannot be known to the Owner until the sealed bid is opened. Written confirmation of modifications will be provided by the Owner no later than two (2) days prior from the

scheduled bid opening. If no written confirmation is received, no consideration will be given to the modifications.

#### CHANGE IN SPECIFICATIONS

If a bidder wishes to request a revision in the specifications or an interpretation of the specifications, the request may receive consideration if presented to the Owner sufficiently in advance of the bid opening date. If a change in specifications is then made, the Owner will notify all bidders by registered mail and shall postpone the bid opening date, if necessary.

#### ADDITIONAL BIDS - QUANTITY INCREASE

If a slight increase in quantity results in a reduction of bid item unit cost, an additional bid on that basis may be submitted. Such additional bids must be made separately from the original bid and are subject to the same terms and conditions of the original bid.

#### ADDITIONAL BIDS - ALTERNATIVE PRODUCTS

If a bidder has more than one product meeting the specifications, he is privileged to offer additional bids. Such additional bids must be made separately from the original bid and are subject to the same terms and conditions of the original bid. Product brand names, if used herein, are intended to describe quality rather than preference

### **6. QUALIFICATION OF BIDDER**

All bidders shall be properly licensed with the State of Tennessee Board of Licensing Contractors. Owner reserves the right to make any investigations deemed necessary to determine the ability of the bidder to perform the work. Bidder shall furnish to the Owner all information requested for this purpose. Owner may reject any bid from Bidders deemed not qualified to fulfill the obligations of the Contract and to complete the work, based on evidence submitted or by investigation. No Conditional Bids will be accepted.

#### NAME, ADDRESS AND LEGAL STATUS OF BIDDER

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual, shall be stated in the Proposal. A corporation bidder shall name the state in which its articles of incorporation are held and must give the title of the official having authority, under the by-laws, to sign contracts. A partnership bidder shall give the full names and address of all partners.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal legal evidence of his authority to do so. The place of residence of the bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature.

### **7. DEBARRED CONTRACTORS**

No award of this Contract will be made to any firm or individual that is currently debarred by the State of Tennessee or by the Federal Highway Administration.

## **8. OBLIGATION OF BIDDER**

### CONSTRUCTION CONDITIONS

It is required that each bidder will examine the Contract Documents for this work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he will obtain first-hand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect his work. Failure or omission of any Bidder to satisfy this obligation shall in no way relieve any Bidder from any obligation with respect to his bid. Submission of a bid will be accepted as evidence that Bidder has made such examinations.

## **9. SUBCONTRACTS**

Bidders are hereby notified that all subcontracts under this contract must be acceptable to the Owner. The Contractor shall not sublet, assign, or transfer this Contract, any portion thereof, or any payments due him thereunder, without the consent of the Owner.

Assignment or subletting the whole or any portion of this Contract shall not operate to release the contractor or his bondsmen hereunder free from any of the contract obligations.

The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors proposed for the work and shall not employ any that the Owner may object to as incompetent or unfit.

If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the Contractor. The Contractor shall not be in any manner thereby relieved from his obligation and liabilities; and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

## **10. LAWS AND REGULATIONS**

The Contractor shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments, or any authorities having jurisdiction over construction of this project during the term of this Contract.

In the case of a legal dispute between the Owner and the Contractor, the laws of the State of Tennessee shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the Owner's legal address.

## **11. FAILURE TO ENTER INTO CONTRACT**

If a Bidder fails to formally acknowledge, accept, and execute the contract within **ten (10) calendar days** after receipt of the "Notice of Award", the bid deposit shall be forfeited to the Owner.

## **12. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

### TIME OF COMPLETION



The Owner and the individual citizens of the municipality affected by this project are vitally concerned with the prompt completion of the construction together with the cleanup and restoration of roads and lawns within the time allowed in the proposal.

The Contractor shall use sufficient labor and equipment to complete and place in service all of the work being constructed within this contract within the time specified in the proposal. The surface cleanup shall follow closely behind construction with earth spoil removed from lawns and roads and any trenches neatly finished by the end of each workday. **Failure of the Contractor to comply with this will result in the suspension of all contract operations until the cleanup is effected.**

If the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm or floods; or by acts of Providence; or by general strikes; or by court injunction; or by stopping of the work by Owner because of any emergency or public necessity; or by reason of alterations ordered by Owner, the Contractor shall have no valid claim for damages on account of any cause of delay. He shall in such case be entitled to such an extension of the above time limit herein, as the Owner shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred.

#### LIQUIDATED DAMAGES

Contractor understands that if the Substantial Completion is not achieved within forty-five (45) days of receipt of the Notice to Proceed, as such date or duration may be amended by subsequent Change Order, Owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if the date or duration set forth above in this paragraph is not attained, **Contractor shall pay Owner \$800 as liquidated damages and not as a penalty for each day that Substantial Completion extends beyond such date** or duration. The liquidated damages provided herein shall be in lieu of all liability for extra costs, losses, expenses, claims, penalties, and other damages incurred by Owner, which are occasioned by delay in Contractor's performance or in achieving Substantial Completion within the prescribed timeframe. In no event shall the total liquidated damages exceed \$16,000.

### **13. METHOD OF AWARD**

#### EXECUTION OF CONTRACT

Contract shall be awarded to the lowest responsive and responsible bidder on the basis of the lowest total sum of the extended unit prices for items of work included in the Proposal. The contract shall be deemed as having been awarded when formal notice of award shall have been duly served by the Owner upon the bidder.

#### BOND FORMS

The bidder to whom the contract shall have been awarded will be required to execute the Contract in the form attached hereto and to furnish surety and insurance certificates all as required within **ten (10) calendar days** from the date when notice of award is delivered to the bidder. The notice of award shall be accompanied by the necessary contract and bond forms as required. The notice to proceed shall be issued following the execution of the Contract by the Owner.

**Section 003  
BID FORM**

<b>PROJECT DESCRIPTION:</b>	STORM DRAINAGE IMPROVEMENTS <hr/> JANETTE AVENUE STORM SEWER <hr/> FRIENDSHIP DRIVE STORM SEWER
<b>CONTRACT IDENTIFICATION NUMBER:</b>	OHM ADVISORS PROJ. NO. 1078160010 & 1079160020
<b>THIS BID IS SUBMITTED TO:</b>	CITY OF GOODLETTSVILLE <hr/> 105 SOUTH MAIN STREET <hr/> GOODLETTSVILLE, TN 37072

- 1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
- 3.01 In submitting this Bid, BIDDER represent, as more fully set forth in the Agreement, that:
- (a) BIDDER has examined copies of all the Bidding Documents and the addenda (receipt of all which herby acknowledged)

ADDENDUM NUMBER	ADDENDUM DATE
_____	_____
_____	_____
_____	_____

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, Locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in (c) above) which pertain to

the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Instructions to Bidders; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has reviewed and checked all information and data shown, indicated on the Contract Documents with respect to existing Underground Facilities at, or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 BIDDER further declares that he understands the unit quantities shown in the Bid Schedule are approximate only, are subject to increase or decrease, and agrees that should the quantities of any of the items be decreased no claim will be made for anticipated profits nor will the OWNER honor such claims.

6.01 BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

1. Bids shall include sales tax, where required, and all other applicable taxes and fees.
2. The City of Goodlettsville should be exempt from all taxes on materials used on this job. The City's tax number will be provided to the successful low bidder for the purpose of obtaining exemption.

<b>Bid Schedule – Contract A: Janette Avenue Drainage Improvements</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	Mobilization, Max 5%	1	EA	\$	\$
2	Construction Stakes, Lines and Grade	1	EA	\$	\$
3	Asphalt Milling	3065	SY	\$	\$
4	Asphalt Curb Removal	600	LF	\$	\$
5	Catch Basin Removal	6	EA	\$	\$
6	Storm Sewer Pipe Removal 15" CMP	20	LF	\$	\$
7	Storm Sewer Pipe Removal 18" RCP	160	LF	\$	\$
8	Storm Sewer Pipe Removal 36" RCP	180	LF	\$	\$
9	Sanitary Lateral Repair	50	LF	\$	\$
10	¾ Inch Water Service Line Repair	100	LF	\$	\$
11	18" RCP	595	LF	\$	\$
12	24" RCP	490	LF	\$	\$
13	30" RCP	29	LF	\$	\$
14	36" RCP	180	LF	\$	\$
15	4' X 4' Catch Basin	2	EA	\$	\$
16	5' Diameter Manhole	1	EA	\$	\$
17	32" x 32" Catch Basin	8	EA	\$	\$
18	8' Winged Headwall w/ Dissipators	1	EA	\$	\$
19	18" Straight Endwall	1	EA	\$	\$
20	HMA Binder "BM-2"	217	Ton	\$	\$
21	HMA Surface Grade "D"	279	Ton	\$	\$
22	Asphalt Driveway Reconstruction	2340	SF	\$	\$
23	Concrete Driveway Reconstruction	1080	SF	\$	\$
24	Final Restoration (Topsoil, Seed & Straw)	1	LS	\$	\$
25	Rip Rap Class "A-1"	78	Ton	\$	\$
26	Adjustment of Existing Manholes	3	EA	\$	\$
27	Silt Fence w/ Backing	170	LF	\$	\$
28	Filter Sock	890	LF	\$	\$
29	Inlet Protection	4	EA	\$	\$
30	Check Dam	1	EA	\$	\$
<b>TOTAL BID – CONTRACT A: JANETTE AVENUE DRAINAGE IMPROVEMENTS</b>					<b>\$</b>

<b>Bid Schedule – Contract B: Friendship Drive Drainage Improvements</b>					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization, Max 5%	1	LS	\$	\$
2	Construction Staking, Line and Grade	1	LS	\$	\$
3	Exploratory Excavation	3	EA	\$	\$
4	Cold Milling	3130	SY	\$	\$
5	Existing 18” CMP Removal	53	LF	\$	\$
6	Existing Catch Basin Removal	2	EA	\$	\$
7	Asphalt Curb Removal	960	LF	\$	\$
8	Adjust Existing Sanitary Manhole	4	EA	\$	\$
9	Sanitary Sewer Lateral Repair	100	LF	\$	\$
10	Water Lateral Repair	50	LF	\$	\$
11	32” x 32” Catch Basin (0-6’)	11	EA	\$	\$
12	Additional Catch Basin Sidewall	3	VF	\$	\$
13	18” Reinforced Concrete Pipe	706	LF	\$	\$
14	24” Reinforced Concrete Pipe	100	LF	\$	\$
15	24” Concrete Endwall	1	EA	\$	\$
16	Crushed Stone Refill	5	CY	\$	\$
17	Concrete Curb and Gutter	44	CY	\$	\$
18	Lowered Concrete Curb and Gutter	5	CY	\$	\$
19	Concrete Driveway (6”)	770	SF	\$	\$
20	Concrete Sidewalk (4”)	32	SF	\$	\$
21	Concrete Encasement	0.1	CY	\$	\$
22	HMA Surface Grade “D” (PG64-22)	248	Ton	\$	\$
23	HMA Binder “B-M2”	264	Ton	\$	\$
24	Asphalt Driveway Restoration	428	SF	\$	\$
25	Mineral Aggregate Base, Ty. A	176	Ton	\$	\$
26	Class A Riprap	12	Ton	\$	\$
27	Catch Basin Protection (Type A)	2	EA	\$	\$
28	Silt Fence w/o Backing	370	LF	\$	\$
29	Rock Check Dam	1	EA	\$	\$
30	Temp. Sediment Tube (8-inch)	390	LF	\$	\$
31	Final Restoration (topsoil, seed, and straw)	1	LS	\$	\$
<b>TOTAL BID – CONTRACT B: FRIENDSHIP DRIVE DRAINAGE IMPROVEMENTS</b>					<b>\$</b>

**DEDUCTIVE ALTERNATE:**

Deduct the amount of \$ \_\_\_\_\_ if awarded both Contracts (note: time of completion for both Contracts is 45 days).

7.01 BIDDER agrees that the Work will be substantially complete and ready for final payment within 45 days for Contract A and 45 days for Contract B after the date when the Contract Time commences to run.

- (a) The time for the Contract may be extended by mutual agreement between the Owner and the successful Bidder to accomplish additional work determined to be needed as part of this Contract.
- (b) The quantities shown in this Bid Schedule are subject to increase or decrease depending on findings of physical & internal inspection of the system. Thus, quantities shown in the Bid Schedule are not guaranteed.

8.01 The following documents are attached to and made a condition of this bid:

- (a) Required Bid Security in the form of Bid Bond or Certified Check.
- (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in the Bid.
- (c) Required BIDDER'S Qualification Statement with supporting data

**Respectfully submitted:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contractor's Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Federal EIN:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**PROPOSED SUBCONTRACTORS**

Each bidder shall enter, in the spaces provided, the names of major subcontractors he proposes to employ and the classification or type of work that they will perform. Upon award of contract, the named subcontractors shall be employed to perform the work, unless changes are specifically authorized by the Engineer.

A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately three (3) percent or more of the total contract amount.

Failure to furnish all information requested in this Questionnaire may be cause for rejection of the Bid.

**LIST OF SUBCONTRACTORS**

<u>SUBCONTRACTOR/ADDRESS</u>	<u>WORK DESCRIPTION/TOTAL VALUE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**BID INFORMATION**

**TO:** City of Goodlettsville

**For the Project Titled:** Janette Avenue Drainage Improvements  
Friendship Drive Drainage Improvements

**OHM Project Number:** 1079160010  
1079160020

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

**Bid Time:** \_\_\_\_\_

**This form must be completed in its entirety and attached to the sealed envelope containing the Bid. Failure to provide this information in accordance with the provisions of TCA §62-6-119 on the front of the sealed envelope will cause the Bid to be unacceptable and rejected. Provide all names as used for licensing or other legal transactions.**

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

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

TN License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

**Subcontractors to be used on the Project:** (or Bidders, if Bidder is to perform the work)

- If any work, regardless of dollar value, is required for subcontractor category, list subcontractor that will perform that work.
- If Bidder will perform work in a category with the Bidder’s own forces, fill in Bidder’s name as subcontractor.
- If no work is required in a subcontractor category, write “N/R” (None Required) or “N/A” (Not Applicable).
- If the monetary amount of a subcontractor’s work is such that no license is required, “N/A” may be written in the license number column, but still write a name.

**Electrical:** Name: \_\_\_\_\_ TN License No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Classification: \_\_\_\_\_

**HVAC:** Name: \_\_\_\_\_ TN License No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Classification: \_\_\_\_\_

**Masonry:** Name: \_\_\_\_\_ TN License No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Classification: \_\_\_\_\_

**Plumbing:** Name: \_\_\_\_\_ TN License No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Classification: \_\_\_\_\_

**Other:** Name: \_\_\_\_\_ TN License No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Classification: \_\_\_\_\_



**Section 004**

**CITY OF GOODLETTSVILLE**

**NON-COLLUSION AFFIDAVIT**

STATE OF TENNESSEE )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly Sworn,

deposes and says that he is the \_\_\_\_\_  
(Individual, Partner, Corporate Officer)

making the foregoing proposals or bids; that such bids are genuine and not collusive or sham; such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Goodlettsville or any person or persons interested in the proposed bids; and that all statements contained in said proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant Signature \_\_\_\_\_

Title \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:

Section 005

**LEGAL STATUS OF BIDDER**

A corporation duly organized and doing business under the laws of the State of \_\_\_\_\_ for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Proposal, is duly authorized to execute contracts.

A partnership all of the members of which, with addresses, are:

---

---

---

---

---

An individual, whose signature is affixed to this Proposal.

(The BIDDER shall fill out the appropriate form and strike out the other two.)



Section 007  
**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **City of Goodlettsville, Tennessee**, Party of the First Part, hereinafter called the OWNER, and \_\_\_\_\_ Party of the Second Part , hereinafter called THE CONTRACTOR.

WITNESSETH, that the CONTRACTOR and OWNER, for the consideration hereinafter named agree as follows:

**ARTICLE I - WORK**

It is agreed that the CONTRACTOR shall furnish all the labor, materials, and equipment to perform all the work shown and called for on the Drawings and described in the Contract Documents entitled **Gateway Subdivision Drainage Improvements** prepared by **Orchard Hiltz & McCliment, Inc.**, acting as, and in these Contract Documents entitled, the ENGINEER, and shall do everything required by the Contract Documents. The Contract Documents being hereby defined to include the Agreement, Bonds, Drawings, Advertisement, Instructions to Bidders, Specifications and any Supplements thereto agreed to by both parties.

If applicable, it is further agreed that the work shall be done using the following named materials and types of construction offered either in the base proposal or alternate thereto.

**ARTICLE II - TIME**

It is agreed that the CONTRACTOR shall begin work under this Contract within **10 days** of receipt of written notice to proceed and shall prosecute it in such manner as will bring the entire work to substantial completion within **45 calendar days** of receiving the Notice to Proceed, except as such time limits may be advanced in accordance with the provisions herein. The time of beginning, rate of progress and date of completion are considered essential elements of the Contract.

It is agreed that if the CONTRACTOR shall be unavoidably delayed in beginning or fulfilling this contract by reason of excessive storm or floods, or by acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by OWNER because of any emergency or public necessity or by reason of alterations ordered by OWNER, the CONTRACTOR shall have no valid claim for damages on account of any cause of delay; but he shall in such case be entitled to such an extension of the above time limit herein, as the ENGINEER shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the CONTRACTOR within a week after the date upon which such alleged cause or delay shall have occurred.

**ARTICLE III - LIQUIDATED DAMAGES**

It is expressly covenanted and agreed that time is and shall be considered of the essence of the Contract. In the event that the CONTRACTOR shall fail to perform the entire work agreed to by or at the times herein mentioned as referenced to in Article II, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provision of Article II, the CONTRACTOR shall pay unto the OWNER as and for Liquidated Damages and not as a penalty, the sum of **Eight Hundred Dollars (\$800.00)** for each and every calendar day that the

CONTRACTOR shall be in default. Said sum of **Eight Hundred Dollars (\$800.00)** per day, in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed and agreed upon as the damages which will be suffered by the OWNER for reason of such defaults. It is also understood and agreed that the Liquidated Damages herein before mentioned are in lieu of the actual damages arising from such breaches of this Contract, which said sums the OWNER shall have the right to deduct from any monies in his hand otherwise due or to become due to the CONTRACTOR or to sue for and recover compensation for damages for nonperformance of this contract at the time stipulated herein and provided. Provided, however, it is understood and agreed that the foregoing provisions of this Article are without prejudice to any other right or remedy which the OWNER may have under this Agreement.

#### **ARTICLE IV - OWNER'S RIGHT TO COMPLETE**

It is agreed that if at any time the CONTRACTOR should abandon this work; or if he should be adjudged as bankrupt, or if his performance of this Contract is being unnecessarily or unreasonably delayed; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work; or if he should habitually fail to make prompt payment to SUBCONTRACTORS or to pay promptly for materials and labor; or if he should persistently disregard laws or ordinances or the directions of the ENGINEER; or if he should willfully violate any of the substantial provisions of this Agreement as shall be determined by the OWNER; then in such case the OWNER, after giving the CONTRACTOR and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and shall cease to have any right to the possession of the ground. The OWNER shall have the right to finish the work, or part thereof, by contract or otherwise as he may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the CONTRACTOR. The CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the CONTRACTOR; and if such expense shall exceed such unpaid balance, the CONTRACTOR and/or his surety shall pay the OWNER the amount of such excess.

It is expressly stipulated and agreed that from and after the date of the order to discontinue work, and until such work shall have been finally completed by the OWNER, neither the CONTRACTOR nor any of his agents or employees shall remove, or make any effort directly or indirectly to remove, any of the above mentioned materials, tools, building appliances or equipment from the work without consent of the OWNER to do so.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the OWNER may have under this Agreement.

#### **ARTICLE V - ASSIGNMENT OF CONTRACT**

It is agreed that the CONTRACTOR shall not assign or transfer this Contract or sublet any part of the work embraced in it except with the written consent of the OWNER to do so.

It is further agreed that all parts of the work which may be performed by a SUBCONTRACTOR shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the CONTRACTOR and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the CONTRACTOR for all parts of the

work or lessen his obligations and liabilities under this Agreement.

It is likewise agreed that the CONTRACTOR shall not assign, either legally or equitably, any of the monies payable to him under this Agreement, or his claim thereto, except with the written consent of the OWNER.

#### **ARTICLE VI - THE CONTRACT SUM**

And it is agreed that, in consideration of the faithful and entire performance by the CONTRACTOR of his obligations under this Contract, the OWNER shall pay to him, at the time and in the manner hereinafter stipulated, an amount as determined by the measured quantities and the respective unit prices herein named:

**NET TOTAL BID AMOUNT: \$** \_\_\_\_\_

Such an amount shall be modified by such sums for alterations as may have been determined under the provisions of Article XI herein and diminished by such sums as the OWNER may lawfully deduct and retain under the provisions of Article III and Article IV of this Agreement.

#### **ARTICLE VII - NO ESTOPPEL**

The OWNER shall not, nor shall any agent thereof, be precluded or stopped by any progress estimate for payment or certificate, made or given by the ENGINEER, or other agent, under the provisions of this agreement, at any time (either before or after the final completion and acceptance of the work and payment made thereof pursuant to any such progress estimate for payment or certificate showing the true and correct amount of any money due therefore, notwithstanding any such progress estimate for payment or certificate, or any payment made in accordance therewith) from demanding and receiving from the CONTRACTOR or his Sureties, separately or collectively, such sums as may have been improperly paid said CONTRACTOR by reason of any such progress estimate for payment or certificate which has been untruly or incorrectly compiled.

#### **ARTICLE VIII - PAYMENT TO CONTRACTOR**

A. Contract Value Less than \$30,000.00 or Contract with Provision for 3 or Fewer Payments or Contract for Private Work

After the close of each month during which satisfactory progress has been made toward the final completion of the work, or when a specified time or phase of the work has been completed according to previous agreement or contract specifications, the ENGINEER will make an estimate of the amount and value of the work which has been done under this contract during that month, time period or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement or with exactness, but may be made by estimation, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate.

It is agreed that before the CONTRACTOR shall receive payment, he shall furnish to the OWNER, if so requested, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work embraced under this Contract have been fully paid for the same; and that in case such evidence is not furnished, such sums as the OWNER may deem necessary to meet the lawful claims of such persons may be retained by the OWNER from any monies that may be due to the CONTRACTOR under this Agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the OWNER.

As soon as practical, but not longer than 30 days, after such estimate is certified to the OWNER by the ENGINEER, the OWNER shall pay to the CONTRACTOR a sum equal to ninety percent (90%) of the amount of such estimate; except that the OWNER may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the CONTRACTOR for labor, materials or equipment furnished for the work when such lawful claims are made known to the OWNER.

The progress estimate and payment thus provided for will include all alterations which may be done under the provisions of Article XI on the same basis as other work is included. All such work is regarded herein as essentially a part of the Contract and not merely an addition to it.

In the case of equipment or other building material, but not including sewer pipe or water main and appurtenances associated therewith, properly stored and protected on the site, the ENGINEER may make allowance in the estimate of 75% of the value of such items.

No progress estimate made or certified by the ENGINEER and no partial payment made to the CONTRACTOR by the OWNER shall be deemed or construed as an acceptance of any part of the work under this contract.

As soon as practicable after the satisfactory completion of all work covered by this Agreement, the ENGINEER will make a final inspection of the work as a whole, and will make up a final estimate of the total amount due the CONTRACTOR under the terms of the Agreement. Upon the acceptance of the completed work, the OWNER will pay to the CONTRACTOR the entire amount of such final estimate, less the sums previously paid, and less such sums as the OWNER may deem to be necessary to meet the undischarged obligations of the CONTRACTOR. The CONTRACTOR shall file with the OWNER (1) a sworn statement that all claims for amounts due for labor have been paid in full, and (2) a sworn statement that all claims for amounts due for materials and equipment for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement and waiver of lien showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

**B. Contract Value Greater than \$30,000.00 and Not Limited to 3 or Fewer Payments**

Payment for contracts meeting the above criteria shall be regulated by the Prompt Pay Act of 1991, Tennessee Code Annotated, Title 66, Chapter 34 and the following reference(s) to Section(s) and subsection(s) refer to this act.

Written requests for progress payments shall be submitted after the close of each month during which satisfactory progress has been made toward the final completion of the work. Requests for payment shall conform to the established practices of the OWNER and shall be made on standard forms prepared and/or furnished by the OWNER.

Retention of a portion of payment otherwise due, when deemed appropriate by the OWNER, shall not exceed the limits set forth in Section 103 (a); all such retainage to be maintained in separate financial accounts for each contract, deposited in interest bearing accounts in regulated financial institutions, when appropriate and as specified in Section 104. Retainage and interest earned shall be released to the CONTRACTOR as set forth in Section 104 and Section 204, with exceptions as provided.

The progress payments thus provided for will include all alterations which may be done under the

provisions of Article XI on the same basis as other work is included. All such work is regarded herein as essentially a part of the Contract and not merely an addition to it.

In the case of equipment or other building materials, but not including sewer pipe or water main and appurtenances associated therewith, properly stored and protected on the site, the ENGINEER may make allowance in the estimate of 75% of the value of such items.

No progress payment made or certified by the ENGINEER and no partial payment made to the CONTRACTOR by the OWNER shall be deemed or construed as an acceptance of any part of the work under this contract.

It is agreed that the OWNER may submit matters of dispute regarding a delay, for reasons that were within the control of the CONTRACTOR, or which have been caused, continued or aggravated by actions of the CONTRACTOR, to an agent who has background, training and experience in construction of similar facilities for resolution, as set forth in Section 104. The OWNER and the CONTRACTOR shall be bound by the guidelines established for the resolution of disputes therein defined and by the subsequent guidelines established for the completion of the contract by a SUBCONTRACTOR selected by the OWNER for occasions arising from the specified disputes.

As soon as practicable after the satisfactory completion of all work covered by this Agreement, the ENGINEER will make a final inspection of the work as a whole. The CONTRACTOR shall submit a written request for final progress payment to the OWNER and the OWNER will pay to the CONTRACTOR the entire amount of such final estimate including retainage and interest earned on retainage, less the sums previously paid, and less such sums as the OWNER may rightfully retain as provided. The CONTRACTOR shall file with the OWNER (1) a sworn statement that all claims for amounts due for labor have been paid in full, and (2) a sworn statement that all claims for amounts due for materials and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

#### **ARTICLE IX - INDEMNITY & RELEASE**

The CONTRACTOR hereby releases and covenants not to sue the OWNER, its agents, employees and officers, and shall indemnify and hold harmless the OWNER, its officers, employees and agents from and against any and all liability, causes of action, claims, demands, judgments, losses, damages and/or expenses, of whatsoever kind or nature, including attorney's fees and expert witness fees, and including claims for injury, mental or physical, or death to any person and/or damage to or destruction or loss of any property, real or personal, materials or equipment, (including, without limitation, damage to or destruction or loss of the City's property, materials or equipment) resulting, directly or indirectly, from or in connection with the CONTRACTOR's, or its agents', officials' or employees', performance of the Contract work, including, but not limited to:

- a.) Any negligent or tortious act, error or omission of the CONTRACTOR or any of its personnel, employees, SUBCONTRACTORS, or agents;
- b.) Any claim for any infringement upon any patent, copyright, trade secret, or trademark resulting from the performance of the Contract;
- c.) Any failure by the CONTRACTOR or any of its personnel, employees, consultants, or SUBCONTRACTORS to perform its obligations either expressed or implied under this Contract.

In the event that any action or proceeding shall be brought against the City of Goodlettsville, Tennessee,



and/or its agents, officials, or employees, by reason of any claim covered hereunder, the CONTRACTOR will, at its sole cost and expense, resist or defend the same.

This Article shall survive the expiration or termination of the Contract.

The CONTRACTOR expressly agrees that this indemnification and release provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

#### **ARTICLE X - AMENDMENTS**

The parties to this Contract may, from time to time, consider it in their best interest to change, modify or extend a term, condition or covenant of this Contract or require changes in the scope of the services to be performed by the CONTRACTOR. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between OWNER and the CONTRACTOR shall be incorporated in written amendments (herein called "Amendments") to this Contract. Such Amendments shall not invalidate this Contract, nor relieve or release the CONTRACTOR of any of its obligations under this Contract unless expressly stated therein.

No Amendment to this Contract shall be effective and binding upon the parties hereto, unless it expressly makes reference to this Contract, is in writing and is signed and acknowledged by duly authorized representatives of both parties.

#### **ARTICLE XI - ALTERATIONS**

It is agreed that the CONTRACTOR shall make alterations to the work under this Contract as OWNER may especially order in writing. Such alterations shall be paid for at prices mutually agreed upon at the time by OWNER and the CONTRACTOR.

In the case of additions only, where a price cannot be agreed upon in advance, then the OWNER will pay and the CONTRACTOR shall accept, as full compensation for such work, an amount equal to the actual and necessary net cost in money for the CONTRACTOR for labor, materials and equipment (in addition to that available at the site) actually used therein or expended thereon, plus thirty percent (30%) of the total labor cost, plus ten percent (10%) of the actual net material cost, plus sales tax, plus ten percent (10%) of the actual net cost of any subcontract work for supervision, power, the use of tools and facilities available at the site, taxes, insurance, bond premium and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus stipulated percentage, the CONTRACTOR shall furnish to OWNER, at the end of each day, suitable time slips showing the name and the number of hours worked by each worker employed thereon, the nature of the work performed by such worker, and his rate of pay together with suitable and adequate memoranda of the materials used therein showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefore.

The OWNER, at his discretion, may furnish to the CONTRACTOR any materials or supplies or transportation required for extra work. The CONTRACTOR shall not be entitled to any allowance for percentage on account of materials or supplies or transportation so furnished.

It is agreed that all work that may be ordered by the OWNER and performed under the provisions of this Article shall be done by the CONTRACTOR in an effective and workmanlike manner and shall be subject to the same restrictions and liabilities as those which apply to the general work of this Contract; and the CONTRACTOR will be responsible for the maintenance and protection of such work until the time of the final acceptance of the entire job by the OWNER.

It is further agreed that no claim against the OWNER on account of alterations shall be valid unless such work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the making up of the final estimate.

#### **ARTICLE XII - CONFLICT OF INTEREST**

The CONTRACTOR hereby warrants that it will not and has not, employed any employee of the OWNER to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly and that if this warranty is breached, the OWNER at his election may terminate this Contract without penalty, liability or obligation, or may at his election, deduct from any amount owed to the CONTRACTOR hereunder the amounts of such commission, percentage, brokerage or contingent fee.

#### **ARTICLE XIII - COMPLIANCE WITH APPLICABLE LAWS**

The CONTRACTOR shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments during the term of this Contract. However, if any applicable law, ordinance, regulation or code changes during this Contract that substantially alters the obligation of the CONTRACTOR, the CONTRACTOR shall be compensated for additional obligations. The CONTRACTOR shall likewise save the OWNER harmless with respect to any damages arising from any violation of the same by it.

#### **ARTICLE XIV - NOTICES**

All formal notices, consents, approvals, requests and other communications (herein called "notices") required to be in writing under this Contract shall be mailed by registered or certified first-class mail, postage pre-paid, and addressed as follows:

If to the OWNER:

**Tim Ellis, City Manager  
105 S. Main Street  
Goodlettsville, TN 37072**

If to the CONTRACTOR:

All other communications in writing may be mailed first-class mail, postage pre-paid to the above address.

All notices shall be deemed given on the day of the mailing. Either party to this Contract may change its address for the receipt of the notices at any time by giving notice thereof to the other as herein provided. Any notice by a party hereunder must be signed by an authorized representative of such party.

#### **ARTICLE XV - FAIR EMPLOYMENT PRACTICES**

In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the Title, and in accordance with the Tennessee Constitution and all state laws and regulations governing fair employment opportunity, the CONTRACTOR agrees that he will not discriminate against any person, employee, consultant or applicant for employment with respect to his(her) hire, tenure, terms, conditions or privileges of employment or hire because of his(her) religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The CONTRACTOR recognizes the right to the United States and the State of Tennessee to seek judicial enforcement of the foregoing covenants against discrimination against itself or its SUBCONTRACTORS.

#### **ARTICLE XVI - TERMINATION**

The OWNER may terminate this Contract for cause on twenty-four (24) hour notice. Any breach of the covenants and terms contained in this Contract may constitute grounds for termination for cause as determined by the OWNER. The CONTRACTOR shall remain liable to the OWNER for any damages sustained by the OWNER by virtue of the CONTRACTOR's breach or any reasonable costs the OWNER incurs enforcing or attempting to enforce this Contract. The OWNER may withhold any payment(s) to the CONTRACTOR for purposes of set-off until such time as the exact amount of damages due the OWNER from the CONTRACTOR has been determined by law or equity. It is expressly understood that the CONTRACTOR will remain liable for any damages the OWNER may sustain in excess of any set-off. Should the OWNER or his designee undertake any part of the services which are to be performed by the CONTRACTOR, the CONTRACTOR shall not be entitled to any compensation for the services so performed.

The City may terminate this Contract without cause for any reason at any time by giving written notice to the CONTRACTOR of such termination specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. If the Contract is so terminated, the City will pay the CONTRACTOR only for the services rendered prior to termination, which payment shall constitute full and complete payment and satisfaction under the Contract.

#### **ARTICLE XVII - MISCELLANEOUS**

No failure by the OWNER to insist upon strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Contract, but each and every covenant, agreement, term and condition of this Contract shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

If any provision of this Contract or application thereof to any person or circumstance shall, to any extent,

become invalid or unenforceable, the remainder of the Contract, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

The headings and sections of this Contract are for convenience only and shall not be used to construe or interpret the scope of intent of this Contract or in any way affect the same.

The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. The Contract shall be governed by, and be subject to, and construed according to the laws of the State of Tennessee.

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

This Agreement shall bind and the rights, benefits and advantages shall insure to the successors of the City of Goodlettsville.

This Contract shall not become effective until approved by the OWNER and executed by the authorized officials thereof.

IN WITNESS WHEREOF the OWNER and the CONTRACTOR, by and through their duly authorized representatives, have executed this Agreement as of the year and date first written above.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

OWNER: CITY OF GOODLETTSVILLE

By: \_\_\_\_\_  
**Tim Ellis, City Manager**

By: \_\_\_\_\_  
**Charlie Ballard, Purchasing Coordinator**

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

**ACKNOWLEDGEMENT OF AUTHORITY**

**NOTE:** An officer of the firm *other* than the officer signing the contract on page A-9 must complete, date and sign this form. The purpose of this form is to verify that the person signing on page A-9 has the legal authority to enter your firm into a contract with the City of Goodlettsville. Full and proper completion of this form is required by the City's Legal Department in order for your contract to be approved.

I, \_\_\_\_\_ as \_\_\_\_\_ of  
(Type or Print Your Name) (Your Office or Position)

\_\_\_\_\_ do hereby certify that \_\_\_\_\_  
(Name of Firm) (Name of Person Signing Contract)

is \_\_\_\_\_ of \_\_\_\_\_ and that  
he (Office or Position) (Name of Firm)

is authorized to execute, guarantee and commit \_\_\_\_\_ to the  
(Name of Firm)

conditions, obligations and undertakings contained in this Contract or Agreement.

IN WITNESS THEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Your Signature)

**INSTRUCTIONS FOR EXECUTING AGREEMENT**

If the CONTRACTOR be a corporation, the following certificate should be executed.

I, \_\_\_\_\_, certify that I am  
the

\_\_\_\_\_ Secretary of the  
Corporation named as CONTRACTOR

hereinabove; \_\_\_\_\_, who signed  
the foregoing Agreement on behalf of the CONTRACTOR, was then  
\_\_\_\_\_ of said Corporation; that said Agreement was duly signed for and in  
behalf of said Corporation by authority of its governing body, and is within the scope of its corporate  
powers.

\_\_\_\_\_(Corporate Seal)

If the Agreement be signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the Agreement copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal, to be true copies.

The full name and business address of the CONTRACTOR should be inserted and the Agreement should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed in black ink under all signatures to the Agreement.

If the CONTRACTOR should be operating as a partnership, each partner should sign the Agreement. If the Agreement be not signed by each partner there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the CONTRACTOR be an individual, the trade name (if the CONTRACTOR be operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by one other than the CONTRACTOR there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and in behalf of the CONTRACTOR.

Section 008  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \_\_\_\_\_

\_\_\_\_\_ as Principal,

and \_\_\_\_\_

\_\_\_\_\_ of

as Sureties,

are hereby held and firmly bound unto the **CITY OF GOODLETTSVILLE, TENNESSEE**

in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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 **Gateway Subdivision Drainage Improvements, Contract A and/or B**. 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 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.

\_\_\_\_\_  
\_\_\_\_\_(Seal)

\_\_\_\_\_  
\_\_\_\_\_(Seal)  
Principal

\_\_\_\_\_  
\_\_\_\_\_(Seal)

\_\_\_\_\_  
\_\_\_\_\_(Seal)  
Surety

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_