

CITY OF ELIZABETHTON, TENNESSEE
Purchasing Department
 136 SOUTH SYCAMORE STREET
 ELIZABETHTON, TN 37643
 423-542-1505

Date: 01/11/2019

(This is NOT an Order)
REQUEST FOR BID

TERMS: _____
 DELIVERY DATE: _____

BID # 585
BID OPENING DATE: 01/29/2019
BID OPENING TIME: 11:00 AM

ALL QUOTATIONS MUST BE F.O.B. ELIZABETHTON, TENNESSEE

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	EA	GUARDRAIL INSTALLATION & MATERIALS WEST G STREET (APPROX. 1,387.5 LINEAR FEET) SPECIFICATIONS ARE ATTACHED AND ARE AN INTEGRAL PART OF THIS BID. BID MUST BE ACCOMPANIED BY: 5% BID BOND BID COVER SHEET CERTIFICATE OF INSURANCE COPY OF CONTRACTORS LICENSE THIS BID IS FOR PHASE 1 ONLY.		\$ _____

Person to contact regarding this bid: DANNY HILBERT 423-547-6309/GREG WORKMAN 423-542-1505

DELIVERY INSTRUCTIONS
CITY OF ELIZABETHTON 136 S. Sycamore Street Elizabethton, TN 37643

In submitting the above, the undersigned agrees to sell to the City the material or service at the price shown and further agrees to all terms and conditions contained in this bid agreement. Acceptance of any or all of the above within a reasonable period will constitute a contract between both parties.

 NAME OF FIRM
 (Purchase Order will be issued to the above vendor)
 By _____
 Address _____

 Telephone _____

 DIRECTOR OF PURCHASING

GUARDRAIL MATERIALS/INSTALLATION

BIDDER'S INSTRUCTIONS

REQUEST FOR BID #585

1. SCOPE OF WORK

The City of Elizabethton, Tennessee is accepting bids for guardrail installation on West G Street (Westbound lane only, approximately 1,387.5 linear feet), per current Tennessee Department of Transportation standards and specifications. Bidders must be unconditionally qualified prospective bidders in accordance with the rules of the Tennessee Department of transportation. Bid must be valid at least 60 days from bid date. Bids must be sealed, and mailed back to the attention of:

Greg Workman, Purchasing Director
136 South Sycamore Street
Elizabethton, Tennessee 37643

Bid #585 must be clearly marked on the outside of the envelope.

Bid opening is January 29th, 2019 at 11:00 am, at which time they will be publicly opened and read aloud. It is the responsibility of the bidder to ensure that their bid arrives at the proper location by the date and time indicated. The City of Elizabethton reserves the right to reject any and all bids. Non-compliance with instructions may serve as cause for rejection of the bid.

2. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Elizabethton in completion of the requirements stated herein. All work shall be in accordance with the latest building codes, state and federal laws relative to public works contracts including the Americans with Disabilities Act.

3. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any related standards thereto.

4. GUARANTEE AND WARRANTY

It is understood and agreed that any item offered or shipped as a result of this bid shall be new and unused and the manufacturer's latest model otherwise stated in this bid.

5. CONTRACTORS LICENSING

All bidders must be licensed contractors in the State of Tennessee, as required by the Contractor's Licensing Act of 1994 (TCA Title 62, Chapter 6) State of Tennessee as amended and shall comply with all requirements therein.

6. INSURANCE

The attached Insurance Checklist (which includes a section for the insurance agent to fill-out) must be completed and returned with the bid package.

The City of Elizabethton shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. Policies must be endorsed to include on-going & completed operations, must submit copy of endorsement(s). (Cert. Holder: City of Elizabethton, Attn: Purchasing, 136 South Sycamore Street, Elizabethton, Tennessee 37643. Email: gworkman@cityofelizabethton.org.)

Certificate of Insurance shall show project number or other contract identifier used by the City.

The Contractor shall be considered in default at any time this insurance is cancelled, terminated, or allowed to expire prior to completion of the contract.

7. BID SECURITIES:

- A. Bid Bond- The bid shall be accompanied by a bid bond in the amount of not less than five percent (5%) of the total amount bid. Bond shall be issued by a surety company licensed to do business in the state of Tennessee. This bond is required as guarantee that, if the bid is accepted, a contract will be entered into and the performance thereof duly secured by an approved performance bond. If the successful bidder fails to execute required contracts, the bid security will be forfeited. Bid bonds submitted by unsuccessful vendor will be returned upon award of the contract. In lieu of a bond, cashier's check are acceptable, personal checks are not.

- B. The successful bidder will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the bid price. Bond shall be issued by a surety company licensed to do business in the State of Tennessee. Performance bonds must be filed with the purchasing department within ten (10) working days after the contract has been issued. In lieu of a bond, cashier's checks are acceptable, personal checks are not. In the event that the successful bidder fails to furnish a performance bond and execute a contract within the time period allowed, the bid deposit of the bidder shall be retained by the city as liquidated damages and not as a penalty.

GUARDRAIL SPECIFICATIONS

1. The undersigned bidder, in compliance with the bid documents for this projects, having examined said documents, the site of the proposed work, and being familiar with all the conditions of the proposed project, including the availability of materials and labor, hereby proposes to furnish all products, materials, and equipment and performing all labor necessary to install guardrails (approximately 1,387.5 linear feet) on West G Street (Westbound Lane only). This bid is for Phase 1 only.

2. The successful bidder will be furnished drawings showing the location where guardrail is desired with tabulated quantities listed. Unit prices must include all charges as the City will not pay any separate mobilization costs.

3. All materials and installation procedures shall be in conformance with the Tennessee Department of Transportation Standard Specification of Roads and Bridges, latest revision, and as shown on the location drawings. The Contractor shall be responsible for all traffic controls and utility location verification.

4. Work at the location shall be completed within 90 days after receipt of drawing(s) and notice to proceed.

5. The Engineers/Surveyors for this project is Mattern & Craig. Attached to this bid is the guardrail installation drawing in PDF format. Once again this bid is for Phase 1 only, Phase 2 is to be completed the next fiscal year.

ITEMIZED LIST PROVIDED BY MATTERN & CRAIG FOR THIS PROJECT

TDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
705-01.04	METAL BEAM GUARD FENCE	L.F.	25
705-06.01	W BEAM GUARDRAIL (TYPE 2), (MASH TL-3)	L.F.	1,387.5 (1)
705-06.11	GR TERMINAL (IN-LINE) MASH TL-3	EACH	2
706-01	GUARDRAIL REMOVED	L.F.	0
706-10.26	ROUNDED END ELEMENT	EACH	2
712-01	TRAFFIC CONTROL	L.S.	1
717-01	MOBILIZATION	L.S.	1

(1) 62.5" TO BE SHOP CURVED: 37.5' Phase 1

INSURANCE CHECKLIST

(Guardrail Materials and Installation)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) Statutory limits of Tennessee and Employer's Liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
3. Automobile Liability & Owned/Hired/Non-Owned Vehicles \$1,000,000 each accident, Uninsured Motorist
4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
7. Personal and Advertising Injury Liability \$1,000,000 each offense, \$1 Million annual aggregate
8. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
9. Per Project Aggregate
10. Professional Liability
- a. Architects and Engineers \$1 Million per occurrence/claim
- b. Asbestos Removal Liability \$2 Million per occurrence/claim
- c. Medical Malpractice \$1 Million per occurrence/claim
- d. Medical Professional Liability \$1 Million per occurrence/claim
11. Miscellaneous E & O \$1 Million per occurrence/claim
12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
13. Motor Cargo Insurance
14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
16. Inland Marine-Bailee's Insurance \$ _____
17. Moving and Rigging Floater Endorsement to CGL
18. Dishonesty Bond \$ _____
19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
20. XCU Coverage Endorsement to CGL
21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
23. The City of Elizabethton shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; submit copy of endorsement(s).** (Cert. Holder: City of Elizabethton, Attn: Purchasing, 136 South Sycamore St, Elizabethton, TN 37643. Email: gworkman@cityofelizabethton.org.)
24. Certificate of Insurance shall show project number or other contract identifier used by the City.
25. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

- Is Professional Liability excluded under General Liability? Yes _____ No _____
- Is Contractual Liability excluded under Comm. General Liability? Yes _____ No _____
- Is Independent Contractors excluded under Comm. General Liability? Yes _____ No _____

Carrier ratings: Insurer A _____; Insurer B _____; Insurer C _____; Insurer D _____

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

Bid Number: _____

Bid or Project Name: _____

This form and the General Contract Form must be signed and returned with the bid package (if applicable). The Certificate of Insurance must be provided to Purchasing prior to contract award.

GENERAL CONDITIONS (READ CAREFULLY)

1. PREPARATION OF BIDS:

1. Only bids submitted on bid forms furnished by the City will be considered. The City may consider telegraphic bids received prior to the closing time specified if promptly confirmed on bid forms furnished by the City and received two (2) days prior to the bid award date. No TELEPHONE BIDS WILL BE ACCEPTED.
2. Bids to be enclosed in a sealed envelope, plainly identified in the upper left-hand corner with the company name and address and in the lower left-hand corner, the bid number and due date.
3. All bids must be delivered or mailed to the Director of Purchasing, City of Elizabethton, 136 South Sycamore Street, Elizabethton, TN 37643 unless otherwise directed on the bid form.
4. It is the bidder's responsibility to ensure that the written bid is delivered at the proper time and place of the bid opening.
5. No bid received after closing time will be considered. Late bids will be returned unopened.
6. If not offering a bid, bidder must return the bid form marked "NO BID" and state reason for not responding.

2. PRICING:

Each item must be priced separately. Unit prices shall be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. 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.

3. BID OPENINGS:

Bids will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

4. SIGNATURE ON BIDS:

Each bid must give full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind his company in contract.

5. ACCEPTANCE & REJECTION:

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid if its judgment is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order.

6. BID EVALUATION:

Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

7. AWARD:

Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

8. MULTIPLE ITEM BIDS:

When more than one item is specified in the Invitation to Bid, the City will determine that low bidder either on the basis of the individual items or on all the items included in the bid. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

9. TIME OF DELIVERY:

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order. The contractor shall be required to

14. FOB (FREE ON BOARD) POINT:

All prices quoted are to be FOB delivered to the using department, City of Elizabethton, Tennessee (unless another FOB point is stated on the bid form). The successful bidder will assume all responsible for damage in transit.

15. TAXES:

The City is exempt from Federal excise taxes and state and local sale or use taxes. Exemption certificates will be furnished upon request.

16. CONDITION STANDARDS:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new and unused and shall be the manufacturer's latest model unless otherwise stated in the bid.

17. INSPECTION:

All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder's expense.

18. SAFETY STANDARDS:

Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any standards thereunder.

19. PARTS AND SERVICE:

The successful bidder must be able to provide adequate parts and service for items bid.

20. BID TABULATIONS:

Tabulations of bids will be furnished upon request.

21. PENALTIES:

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from consideration for the following reasons:

1. Bid received after bid opening time.
2. Bid not signed.
3. Descriptive literature not included with the bid.
4. Sample not provided with bid if requested.

22. COOPERATIVE PURCHASING:

Bidder's/Proposer's are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

23. EQUAL OPPORTUNITY:

It is the policy of the City of Elizabethton to provide equal employment opportunities and provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age, disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the Planning & Economic Development Director at (423) 542-1503 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643. Requests for accommodation of a disability should be directed to the Purchasing Director at (423) 542-1505 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643.

24. IRAN DIVESTMENT ACT OF 2014:

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. §12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Elizabethton; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here:

<http://tennessee.gov/generalservices/article/Public-Information-library>.

25. LICENSES, FEES, PERMITS:

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Elizabethton in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

26. NON-COLLUSION AGREEMENT:

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Elizabethton, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Elizabethton has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

27. WARRANTY:

1. Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

Michael S. Agee
Steven A. Campbell
Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
David P. Wilson
James B. Voso
Randy L. Dodson
Chad M. Thomas



Edwin K. Mattern, Jr. (1949-1982)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (Retired)
Stewart W. Hubbell (Retired)
J. Wayne Craig (Retired)

January 25, 2018

Mr. Mike Potter
Engineering Coordinator
City of Elizabethton
729 South Sycamore Street
Elizabethton, TN 37643

Re: Guardrail Installation – W. G Street & Siam
Road
Comm. No. 26490

Dear Mike:

As requested, Mattern & Craig has completed, per our Agreement dated October 19, 2017, an evaluation of the conditions present at two locations: West G Street between Ward Street and Mary Patton Highway, and 1712 Siam Road. This evaluation was made to determine if guardrail is warranted at either location, and if so, the extent to which it is warranted. The following is a summary of our findings.

AASHTO's *Roadside Design Guide* contains guidance for, among other things, determining the need for guardrail at a particular location. The primary factor in determining this need is based on the concept of a "clear-zone", defined as the "unobstructed, traversable area beyond the edge of the through traveled way for the recovery of errant vehicles" (*section 3.1*). The width of the clear-zone for a given roadway segment is a function of traffic volume, speed, and the roadside geometry. A fixed obstacle within the clear-zone should be either removed, designed such that vehicular impact is minimized, or shielded by some type of barrier.

For the segment of West G Street under consideration, the required clear-zone distance is greater than 20 feet (from the edge of the traveled way). There are multiple obstacles within this segment (utility poles, culvert headwalls, etc.) that fall within this distance, and should thus either be removed or shielded. Removal of these obstacles would be difficult, if not impossible; therefore, guardrail is warranted for this segment.

In addition to the warrant guidelines based on the clear-zone concept, the *Roadside Design Guide* also recognizes that there are certain situations that might also require the installation of roadside barriers (such as guardrail). Specifically, in urban areas, "more consideration should be given to protecting pedestrians using the adjoining properties from risks posed by errant vehicles...[b]ecause

there are not any specific warrants or guidelines for these situations, design judgment should be used” (*section 10.2.4.2*). Certainly, the potential exists for an errant vehicle to leave West G Street and encroach upon the Tweetsie Trail; the risk of such an event would certainly suggest the installation of a barrier to prevent it from occurring.

Section 10.2.4.2 also discusses the protection of adjacent buildings, stating that “[c]onsideration also should be given to installing a barrier to shield businesses and residences that are near the right-of-way, particularly at locations that have a history of run-off-the-road crashes. This use of barrier should be based on the result of a site-specific study as described in Section 10.1.1 and may be independent of conventional barrier warrants.” The Siam Road location has a history of run-off-the-road crashes, and the area at the bottom of the embankment is insufficient for a vehicle to recover prior to striking the house. As such, we suggest installing a barrier at this location to protect both the house (and its occupants) and an errant vehicle.

Attached are plans detailing the installation of guardrail at these two locations, for your use in installation.

As always, we appreciate the opportunity to provide these services to the City. If you have any questions regarding this report, or require any additional information, please feel free to contact me.

Sincerely,
MATTERN & CRAIG

A handwritten signature in black ink that reads "Jason Carder". The signature is written in a cursive, flowing style.

Jason Carder, P.E.
Project Manager

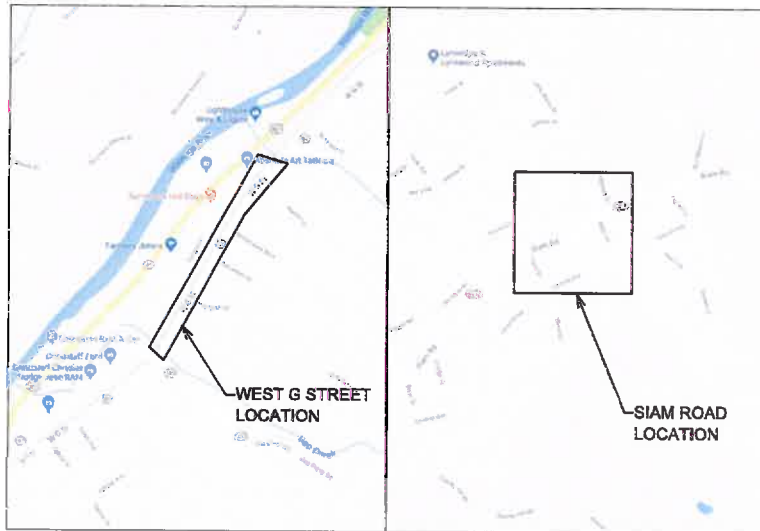
Attachments

CITY OF ELIZABETHTON SIAM ROAD & WEST G STREET GUARDRAIL INSTALLATION

COMM. NO. 26490

INDEX OF SHEETS

- 1 TITLE SHEET
- 2-2A GUARDRAIL DETAILS
- 3 SIAM ROAD LAYOUT
- 4 WEST G STREET LAYOUT



VICINITY MAP

SCALE: 1" = 500'

Mattern & Craig
ENGINEERS • SURVEYORS
428 CLAY STREET
KINGSPORT, TENNESSEE 37980
(423) 245-4970
FAX (423) 245-5932

