

CONTRACT DOCUMENTS & SPECIFICATIONS

FOR

EAST SMITH STREET WIDENING PROJECT



**CITY OF GALLATIN
ENGINEERING DIVISION**
633 Long Hollow Pike
GALLATIN, TENNESSEE 37066

December 21, 2023

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**INVITATION TO BID & INFORMATION FOR
BIDDERS SECTION A**

INVITATION TO BID

The City of Gallatin is seeking bids for the East Smith Street Widening Project. Sealed bids will be received by the City of Gallatin in the Finance Department, room 106, City Hall, 132 West Main Street, Gallatin, Tennessee, until 2:00 p.m., January 18th, 2024, at which time they will be opened and read aloud for the East Smith Street Widening Project.

Specifications, Proposal Forms, and Contract Documents may be inspected and obtained after 2:00 p.m. local time, December 21, 2023, by downloading from the City's home page www.gallatinonthemove.com under "DOING BUSINESS, then proceed to BID OPPORTUNITIES."

All bidders must be licensed contractors and eligible to bid Contracts in the State of Tennessee. The City of Gallatin reserves the right to reject any or all bids.

INFORMATION FOR BIDDERS

All bidders must satisfy themselves by personal examination of the locations of the proposed work, by examination of the Specifications and requirements of the work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. The City shall not be responsible for bidders' errors and misjudgments, nor any information on local conditions or general laws and regulations.

The Specifications, Contract Documents, and Proposal Forms contain the provisions required for the East Smith Street Widening Project. No information obtained from any officer, agent, or employee of the City on any such matters shall in any way affect the risk or obligation assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

The successful bidder will be required to execute a performance bond covering and including labor and materials in the amount of one hundred percent (100%) of the contract price. The performance surety is to remain in place for a period of one year after project completion.

All bids must be made on the blank form of proposal attached hereto. **Bids must be submitted in a sealed envelope clearly marked “BID – EAST SMTIH STREET WIDENING PROJECT – CITY OF GALLATIN.”** Bids arriving after the announced opening time or absent of the aforementioned markings will not be accepted.

All bidders must be licensed contractors and eligible to bid Contracts in the State of Tennessee. **No bid will be opened if the following information does not appear on the envelope containing the bid.**

1. Bidder's Name
2. Address
3. Tennessee Contractor's License Number
4. License Classification Applying to Bid
5. License Expiration Date
6. Name of Project for which Bid is submitted
7. Name and License information for all Subcontractors who will perform work.

Proposals which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the Invitation to Bid and Information for Bidders may be rejected at the option of the City. Bids must be written with typewriter, ink or indelible pencil; otherwise they may not be considered. Faxed bids will not be accepted.

The City of Gallatin reserves the right to disregard all nonconforming, nonresponsive, or conditional bids; to reject any or all bids; to limit quantities; to waive informalities; and to evaluate

proposals and accept any proposal or any part of any proposal that is judged, in our opinion, to be of the best quality, value, and service to the City of Gallatin.

A bidder may withdraw any proposal he/she has submitted at any time prior to the hour set for the closing of the bids, provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted for 60 days after the hour and date designated for opening the bids.

All questions or explanations requested by Bidders shall be submitted in writing to the City in ample time to permit consideration before the bid date. Necessary replies will be issued to all bidders of record as Addenda and receipt thereof shall be acknowledged on the proposal. Bidders shall check with the City prior to bid opening to secure any Addenda that may affect bidding. Oral instructions will not be given and do not form a part of the bidding package.

Contractor will be paid based on quantities complete and in place.

In case of default of the Contractor, the City may procure the articles of services from other services and hold the Contractor responsible for any excess cost occasioned thereby.

Bids must be executed in the Company name and signed by an officer or individual who has authority to bind the Company.

In cases of errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

All material and workmanship shall be subject to inspection and test at all times and places. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the City shall have the right to reject such articles or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

A change order will be issued only in the event of a change in the scope of work.

All bid proposals must include the following:

1. Sealed envelope with required information on the outside.
2. Bid Proposal Form
3. Drug-Free Workplace Affidavit.

The successful bidder must provide the following, each of which shall be in accordance with the contract documents:

1. Certificate of Insurance naming the **City of Gallatin** additionally insured with any exclusions listed, including
 - General Liability
 - Worker's Comp

- Auto Insurance
- 2. Proof of Worker's Comp for all Subcontractors
- 3. Performance Surety and Materials & Labor Surety for 100% of the Total Bid with Power of Attorney (if over \$25,000)
- 4. W-9 Form, if a new vendor

Additional Requirements:

- The successful bidder will also be responsible for payment of all taxes levied under the laws of the State of Tennessee.
- The successful bidder shall have the responsibility to ensure that all persons employed under a contract with the City, whether directly or by subcontract, be legal residents and be authorized to work in the United States.
- Affirmative Action compliance is required.

All interested parties, without regard to race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration.

Additional information may be obtained by contacting: Charles Gavaghan | Assistant City Engineer, City of Gallatin Department of Engineering, 633 Long Hollow Pike, Gallatin, TN 37066, Phone: 615-451-5965-Ext 2257, Charles.Gavaghan@gallatin.tn.gov.

EQUAL OPPORTUNITY TITLE VI POLICY STATEMENT

It is the policy of the City of Gallatin to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, sex, age, disability or national origin.

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgment is hereby made or receipt of Addenda Nos. _____ the provisions of which are incorporated herein.

Respectfully Submitted,

BY _____

TITLE _____

ADDRESS _____

TENNESSEE LICENSE NUMBER _____

Seal-If Bid is by Corporation

**BID PROPOSAL INCLUDING DRUG FREE
AFFIDAVIT SECTION B**

PROPOSAL

City of Gallatin
Engineering Division
633 Long Hollow Pike
Gallatin, TN 37066

In response to the Invitation to Bid, the undersigned Bidder submits the following proposal for the E Smith St. Widening Project within the City of Gallatin as described and specified in the drawings, contract documents, supplemental specifications, and technical specifications.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Contract Documents and the Specifications for the work, and has read all the Special Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The quantities shown in the Proposal are approximate only, are subject to increase or decrease and, should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set out herein; and should the quantities be decreased, the undersigned will make no claim for anticipated profits.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the opening of bids.

The Bidder hereby agrees that if he is awarded the Contract for this Work, he will commence work before a date to be specified in a written Notice to Proceed of the Owner and to fully complete the work as directed by the City Engineer within **185 Days**.

The undersigned Bidder does hereby declare and stipulate that this Proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Contract Documents and the Specifications pertaining to the Work to be done.

Contract unit prices shall be for the duration of the project.

BID PROPOSAL
East Smith Street Widening Project

In compliance with your legal Invitation to Bid for the City of Gallatin East Smith Street Widening Project, the undersigned Bidder, a corporation organized and existing under the laws of the State of _____, or a partnership of _____, or an individual doing business as _____ of the City of _____ State of _____, having examined the Specifications and Contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposes to furnish all labor, tools, material, plant, and equipment necessary for the Project.

The Bidder shall complete all tables (including ones with no estimated quantities) to establish his Bid. The undersigned further proposes to perform all work and furnish all equipment in accordance with the Specifications and Contract stipulations thereof, within the time limit specified, for the price so stated below.

BASE PROPOSAL: Bidder agrees to perform all of the work described in the Specifications and as directed by the City Engineer for the estimated sum of _____ (\$_____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

E Smith St. Widening Project

BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL PRICE
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1		
201-01	CLEARING AND GRUBBING	LS	1		
202-02.20	REMOVAL OF PIPE (15 INCH)	L.F.	219		
202-02.21	REMOVAL OF PIPE (18 INCH)	L.F.	249		
202-02.22	REMOVAL OF PIPE (24 INCH)	L.F.	24		
202-04.01	REMOVAL OF STRUCTURES (EXISTING CATCH BASINS)	LS	1		
202-04.02	REMOVAL OF STRUCTURES (MANHOLES)	LS	1		
202-06.01	REMOVAL OF BUILDINGS (TRACT NO.2)	LS	1		
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	313		
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	144		
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	120		
203-06	WATER	M.G.	1		
204-08.01	BACKFILL MATERIAL (FLOWABLE FILL)	C.Y.	3		
209-03.20	FILTER SOCK (8 INCH)	L.F.	1404		
209-05	SEDIMENT REMOVAL	C.Y.	12		
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	270		
209-09.41	CURB INLET PROTECTION (TYPE 2)	EACH	2		
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	20		
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	2		
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	878		
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	205		
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	219		
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	338		

402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	3		
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	9		
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	2		
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	1112		
411-01.10	ACS MIX (PG64-22) GRADING D	TON	305		
411-33.34	STAMPED ASPHALT PATTERN	S.F.	1275		
415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	415		
502-04.01	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L.F.	10		
604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	1		
604-01.02	STEEL BAR REINFORCEMENT (ROADWAY)	LBS.	29		
604-01.04	PIPE HANDRAIL	L.F.	189		
604.01.20	BOX TUBE SAFETY RAIL	L.F.	54		
604-04.62	CLEAN & TEXTURE FINISH CONCRETE MEDIAN BARRIER	L.F.	84		
604-07.01	RETAINING WALL (R1, STA. 108+56.46 TO STA. 109+10.72, RT)	S.F.	186		
604-10.51	SCARIFY	S.Y.	99		
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	401		
607-16.02	30" X 19" HORIZONTAL OVAL CONCRETE PIPE CULVERT	L.F.	158		
607-16.04	38" X24" HORIZONTAL OVAL CONCRETE PIPE CULVERT	L.F.	187		
611-01.01	MANHOLES, > 4' - 8' DEPTH	EACH	1		
611-01.02	MANHOLES, > 4' - 8' DEPTH	EACH	3		
611-09.03	CAPPING EXISTING CATCHBASIN	EACH	3		
611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	3		
611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	4		
611-14.01	CATCH BASINS, TYPE 14, 0' - 4' DEPTH	EACH	2		
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	3		

611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1		
701-01.01	CONCRETE SIDEWALK (4")	S.F.	3963		
701-02.01	CONCRETE CURB RAMP (RETROFIT)	S.F.	221		
701-02.03	CONCRETE CURB RAMP	S.F.	396		
701-02	CONCRETE DRIVEWAYS	S.F.	5982		
702-01	CONCRETE CURB	C.Y.	11		
702-01.01	EXTRUDED SLOPING CURB	L.F.	71		
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	53		
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	100		
712-01	TRAFFIC CONTROL	LS	1		
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	50		
712-05.01	WARNING LIGHTS (TYPE A)	EACH	8		
712-06	SIGNS (CONSTRUCTION)	S.F.	341		
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	188		
713-11.01	"U" SECTION STEEL POSTS	LB.	140		
713-11.22	U POST SLIP BASE	EACH	5		
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	27		
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1		
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	239		
716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	114		
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	186		
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	3		
716-04.02	PLASTIC PAVEMENT MARKING (DOUBLE TURNING ARROW)	EACH	1		
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.F.	251		
716-05.04	PAINTED PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	55		

716-13.02	SPRAY THERMO PVMT MRKING (60 mil) (6IN LINE)	L.M.	0.4		
716-13.03	SPRAY THERMO PVMT MRKING (60 mil) (8IN BARRIER LINE)	L.F.	173		
717-01	MOBILIZATION	LS	1		
730-01.01	REMOVE & RELOCATE EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	1		
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	1		
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	1		
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	70		
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	70		
730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	L.F.	5		
730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	60		
730-15.11	MODIFY CABINET (SIGNAL WIRE MODIFICATION)	EACH	1		
730-23.28	PEDESTAL POLE (TYPE A)	EACH	1		
730-24.07	FOUNDATION (PEDESTRIAN POLE, TYPE A)	EACH	1		
740-11.03	TEMPORARY SEDIMENT TUBE 18IN	L.F.	1168		
801-01	PERMANENT SEEDING WITH MULCH	UNIT	1		
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	2		
801-02	PERMANENT SEEDING WITHOUT MULCH	UNIT	1		
801-03	WATER (SEEDING & SODDING)	M.G.	4		
801-07	SEED (SUPPLEMENTAL APPLICATION)	LB.	5		
803-01	SODDING (NEW SOD)	S.Y.	368		
805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	50		
805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	50		

GRAND TOTAL BID =

GRAND TOTAL AMOUNT IN WORDS

Iran Divestment Act:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.

Respectfully submitted:

Contractor

By: _____

Title: _____

Business Address: _____

Zip Code

Contractor's License No: _____

Telephone Number: _____

CONSTRUCTION AGREEMENT

1. That in consideration of the promises of the City of Gallatin (hereinafter "City") set forth below, _____ (hereinafter "Contractor") agrees to do and perform all of the work and furnish all of the material for the _____. This Construction Agreement ("Agreement") is made effective as of _____, 20_____, by and between City and Contractor.
2. The improvements shall be made and completed in all things in accordance with the bid specifications (hereinafter "specifications") issued by the City, a response to which was submitted by competitive bid on _____, 20_____, by Contractor (hereinafter "the bid"). The bid was accepted by the City on _____, 20_____. The bid and specifications are referred to and made a part of this Agreement to the same extent as if they were specifically set forth herein.
3. All of the work and labor performed under this Agreement shall be performed, and all of the material furnished shall be, in strict conformity with the bid submitted by Contractor and specifications established by the City. Contractor accepts and consents to the specifications and expressly agrees to comply with every requirement and stipulation contained in them to be performed by the party contracting to do the work. All of the work shall be performed and all of the material shall be furnished under the supervision, direction and control and to the complete satisfaction of the City through its designee, and the City shall decide every question that can or may arise between the parties relative to the construction of this Agreement and to its performance, including all questions as to the quality, quantity, amount, and prices of the several kinds of work that may be performed or material furnished under this Agreement and this determination shall be conclusive upon the parties. In case of improper construction or noncompliance with this Agreement in any manner, the City may suspend the work at any time or order a partial or complete reconstruction of the work if improperly done or declare this Agreement forfeited and relet it. In the event Contractor shall violate any of the provisions of this Agreement, the City shall ascertain and determine the amount of damages resulting from the violation, which determination shall be conclusive, and Contractor shall pay to the City the amount of damages as ascertained and determined.
4. The work shall be finished according to the terms of this Agreement on or before **185 days** after the execution of this Agreement. If the work shall not be completed within the stated time, Contractor agrees to pay to City \$800 for each and every day the work remains uncompleted after the expiration of the stated time, as agreed, and liquidated damages for failure to comply with the terms of this Agreement with reference to the time of completion. The above damages are just and reasonable and liquidated damages for the failure of Contractor to comply with this paragraph of this Agreement; and if the work contracted for shall not be completed within the time stipulated, Contractor shall pay to the City, in addition to the stipulated damages provided for in this Agreement, all costs, charges and wages which it shall pay out on account of inspection and in the employment of inspectors on the work after the date agreed upon for the completion of the work.

5. During the continuance of the work, Contractor shall put up and erect temporary measures, to include but not be limited to erecting barriers and lights, which will effectually prevent the happening of any accident in consequence of the work for which the City might be liable. Contractor agrees to indemnify the City for any and all actions, liabilities, damages, judgments, costs and expenses that may be brought or in any way accrue against the City in consequence of this Agreement or for any act, negligence or omission of Contractor or Contractor's agents, subcontractors, employees or workers, in the performance of the work under this Agreement, and Contractor assumes and shall pay all damages occasioned by or result from the digging up, use or occupancy of any street, alley, highway or public place in the performance of this Agreement or that may result from the carelessness or lack of skill of Contractor or Contractor's agents, subcontractors, employees or workers, and when any judgment is recovered against the City for any such liability, costs or expenses, such judgment shall be conclusive against Contractor and against the surety or sureties of Contractor, not only as to the amount of damage, but also as to the liabilities of Contractor and its sureties, provided reasonable notice has been given of the pendency of the suit to Contractor, and, in the case of the surety or sureties, that reasonable notice be given to the surety or sureties of Contractor.

6. Upon the signing of this Agreement, Contractor shall give a good and sufficient performance and payment bond with a guaranty or surety company duly authorized to carry on business and execute bonds in the State of Tennessee, in a form and sufficiency acceptable to and approved by the city attorney, in an amount equal to the contract price set forth above. If any blasting is done in connection with the improvement, Contractor shall be bound by all federal, state and local laws or ordinances relating to blasting and shall take out permits and execute a bond if required to do so by these laws or ordinances. The Contractor has familiarized himself with all federal, state and local laws, regulations and ordinances and agrees to any of said laws, regulations and ordinances applicable to the performance of this Agreement. Any violation of these laws, regulations and ordinances shall be sufficient cause to authorize the City through to cancel this Agreement.

7. This Agreement shall not be assigned or transferred by Contractor, nor the whole nor any portion sublet, without the written consent of the City.

8. If in the judgment of the City it shall be necessary to retain a portion of the consideration to be paid Contractor under this Agreement after the completion of the work and its acceptance by the City, the City may retain an amount as the City may deem necessary to protect the interest of the City in any manner and for such period after the completion and acceptance of the work as the City may determine.

9. This Agreement is entered into and accepted subject to all the conditions and requirements of the charter and ordinances of City relating to local improvements of this character that are in force at the time of the execution of this Agreement and all that may be enacted in the future relating to the subject of local improvements of this character. Contractor shall be responsible for obtaining all necessary approvals or permits necessary to perform the work described in

this Agreement.

10. Nothing contained in this Agreement shall in any manner create any liability against City on behalf of any claimant for labor or materials, and nothing herein contained shall affect the liability of Contractor or its sureties to City or to any worker or materialman upon any bond given in connection with this Agreement.

11. Contractor warrants and guarantees that the work done and the material furnished under this Agreement shall be performed and furnished in a good and workmanlike manner.

12. Upon the full performance of this Agreement by Contractor and the acceptance of the work by the City, the City agrees to pay Contractor \$_____.

13. The Contractor agrees to secure and maintain in full force and effect a policy of liability insurance in a minimum amount of \$1,000,000 providing coverage for any negligent acts, errors or omissions by Contractor made during the term of this Agreement. The Contractor shall furnish the City with a certificate of insurance showing that the Contractor has complied with this Article, and the certificate shall name the City of Gallatin, TN and its elected officials, officers and employees as Additional Insureds on the insurance policy required herein with respect to Contractor's services to be provided under this Agreement. Contractor and/or its insurer must provide thirty (30) days written notification of any material change in the coverage or limits or cancellation of the policy to the City.

14. Contractor shall at its own expense keep in full force and effect during the term of this Agreement Statutory Workers' Compensation Insurance.

15. The term of this Agreement shall begin upon execution of this Agreement by the City. This Agreement may be terminated by either party upon seven (7) days written notice in the event of failure to perform in accordance with the terms of this Agreement.

In the event of termination for fault, the Contractor shall be compensated for all Services satisfactorily performed and accepted by the City and cost is incurred up to the effective date of termination for which Contractor has not been previously compensated.

Upon receipt of notice of termination from the City, the Contractor shall discontinue the Services unless otherwise directed and deliver to the City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in the performance of the Services under this Agreement, whether completed or in process.

16. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Tennessee) and the Contractor that arises from or relates to this

Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Sumner County for the State of Tennessee. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Middle Tennessee filed in Davidson County, Tennessee. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

17. This Agreement is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, City reserves the right to terminate the Agreement upon thirty (30) days written notice to Contractor. Said termination shall not be deemed a breach of agreement by City. Upon receipt of the written notice, Contractor shall cease all work associated with the Agreement. Should such an event occur, Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, Contractor shall have no right to recover from City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

18. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant or any default which may then exist on the part of Contractor and the making of such payment by City, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

19. The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

20. City, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, *et seq*, and all other applicable laws.

21. Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in

conspicuous places, available to all employees and applicants, notices of nondiscrimination. Contractor agrees to insert a similar provision in all subcontracts.

22. Contractor shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. Contractor shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

23. Contractor will comply with all the requirements as imposed by the Americans with Disabilities Act of 1990 and the regulations of the federal government issued thereunder.

24. Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the City or State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Agreement.

25. Contractor certifies that to the best of its knowledge and belief:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

26. Contractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of Contractor, for work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by City, and if a state funded project, by the State of Tennessee, or their duly appointed

representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

27. Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-127.

28. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

29. This Agreement and the attached documents represent the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

30. In the event of a conflict between this Agreement and the attached documents, this Agreement shall supercede conflicting terms and conditions.

CITY OF GALLATIN, TENNESSEE

CONTRACTOR:

Paige Brown
Mayor for the City of Gallatin, Tennessee

By: _____

ATTEST:

Its: _____

Connie Kittrell
City Recorder

Drug Free Workplace Affidavit

(must be attached to contract if not previously attached to bid form upon submission)

STATE OF TENNESSEE
COUNTY OF _____

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. S/he is the principal officer for _____;
2. That _____ has submitted a bid to the City of Gallatin, Tennessee for the construction of _____;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that _____ has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with T.C.A. § 50-9-113.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____ day of
_____, 20__.

NOTARY PUBLIC

My commission expires: _____

NOTICE OF AWARD SECTION C

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: East Smith Street Widening Project

We have considered the Bid submitted by you for the above-described Work in response to our Invitation to Bid and are pleased to award the contract to your company.

You are required to execute the enclosed Agreement and furnish the required Contractor's Performance and Payment Bond within 10 calendar days from the date of this Notice.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

_____City of Gallatin

(Owner)

By: _____

Title: _____Mayor_____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Contractor
By: _____

Title: _____

This the _____ day of _____, 20____

TECHNICAL SPECIFICATIONS SECTION D

T.D.O.T. SPECIAL PROVISIONS

The following special provisions are to be included in the bidding references and can be found at the link below from The Tennessee Department of Transportation's website:

<https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources/construction-special-provisions.html>

- 202ACM Removal of Asbestos Containing Material (ACM)
- 624 Retaining Walls
- 700SIG Highway Signs, Luminaires, and Traffic Signals

T.D.O.T. SUPPLEMENTAL SPECIFICATIONS

The following supplemental specifications with the date specified below are to be included in the bidding references and can be found at the link below from The Tennessee Department of Transportation's website:

<https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources/2021-standard-specifications.html>

- 100SS Rev.08-21-23
- 300SS Rev.10-17-23
- 400SS Rev.10-17-23
- 500SS Rev.12-19-22
- 600SS Rev.12-19-22
- 700SS Rev.12-19-22
- 900SS Rev.01-30-23

TECHNICAL SPECIFICATIONS AND RESOURCES

This document is the result of cooperation of many departments within the City. The following publications will be referred to in these specifications.

- “A Policy on Geometric Design of Highways and Streets”, latest edition, American Association of State Highway and Transportation Officials; AASHTO. (Hereinafter referred to as the “Green Book”).
- “Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT \leq 400)”, latest edition, American Association of State Highway and Transportation Officials; AASHTO. Page 1-3
- “Guide for the Development of Bicycle Facilities”, latest edition, American Association of State Highway and Transportation Officials; AASHTO.
- “AASHTO Roadside Design Guide”, latest edition, American Association of State Highway and Transportation Officials; AASHTO.
- “Traffic Engineering Handbook”, latest edition, Institute of Transportation Engineers
- “Trip Generation Manual”, latest edition, Institute of Transportation Engineers.
- “Manual on Uniform Traffic Control Devices for Streets and Highways”, latest edition, U.S. Department of Transportation, Federal Highway Administration; FHWA. (Hereinafter referred to as the “MUTCD”).
- “Roundabouts: An Informational Guide”, latest edition, U.S. Department of Transportation, Federal Highway Administration; FHWA.
- “Public Right of Way Accessibility Guidelines” latest edition, United States Access Board. (Hereinafter referred to as the “PROWAG”).
- “AASHTO LRFD Bridge Design Specifications”, latest edition, American Association of State Highway and Transportation Officials; AASHTO.
- The following Publications of the Tennessee Department of Transportation, latest editions. (Hereinafter referred to as “TDOT Standard Specifications”)
 - ❖ “TDOT Standard Specifications for Road and Bridge Construction”
 - ❖ “TDOT Survey Manual”
 - ❖ “TDOT Roadway Design Guidelines”
 - ❖ “TDOT Standard Drawings”
 - ❖ “TDOT Traffic Design Manual”
- The City of Gallatin Supplemental Specifications To: The Tennessee Department of Transportation Specifications for Road and Bridge Construction, January 1, 2021 as amended.
- The City of Gallatin Corridor and Connector Streets Economic Development Projects; Zoning Ordinance; Stormwater Ordinance; Subdivision Regulations; Major Thoroughfare Plan; Land Use Plan, and Administrative Manual, latest editions.

In the event of a conflict between this document and the aforementioned referenced specifications, the specifications contained in this document shall govern.

https://www.tn.gov/content/dam/tn/tdot/construction/2021-standard-specifications/January_1_2021_Standard_Specifications.pdf

<https://www.fhwa.dot.gov/pavement/warranty/selecion.cfm>