



HISTORIC
FRANKLIN
TENNESSEE

PROJECT MANUAL

**304 Hillsboro Road Demo
COF 2017-0298**

11/21/2017

**PROJECT MANUAL
304 HILLSBORO ROAD DEMO
INSERT CONTRACT NO: 2017-0298
CITY OF FRANKLIN, TENNESSEE**

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BID FORM

CONTRACT NO. 2017-0298

PROJECT DESIGNATION (to appear on sealed envelope containing the bid):

304 HILLSBORO ROAD DEMO

OWNER (address bid submittal as follows):

City of Franklin City Hall
Engineering Department
109 Third Avenue South
Suite 142
P.O. Box 305
Franklin, Tennessee 37065

PROPOSAL OF Modern Day Wrecking

(hereinafter called the "**Bidder**"), organized and existing under

the laws of the State of Tennessee

and doing business as "a partner" *

* (insert "A corporation", "a partnership", or "an individual" as applicable).

Gentlemen:

The Bidder, in compliance with your Invitation to Bid for demolition of:

304 HILLSBORO ROAD

having examined the Drawings, Specifications, other Contract Documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies and to construct the Project in accordance with the Contract Documents, within the limits established therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

The Bidder hereby agrees to commence work on this Project on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the Project within **60 consecutive calendar days** thereafter. Bidder further agrees to pay as liquidated damages the sum of \$100 per day for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following Addenda:

Addendum No. None	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

The Bidder hereby agrees to furnish all labor, materials, and equipment for the construction of the Thirteen Thousand Project, Contract No. 2017-0298; as required for a complete operating installation as described in the Contract Documents for the total Contract Price of:

Thirteen Thousand Dollars

 (in writing)

and No/100 cents.

Contract No. 2017-0298 Total Contract Price: \$ \$13,000.00

 (in figures)

The Bidder proposed the following Unit Prices and agrees to their use as the basis of adding to or deducting from the Total Contract Price, per Article 17; Changes in Work; of the General Conditions:

Item No.	Item Description	Quantity	Unit	Unit Price	Total
1	Building Demo	1	1	\$ <u>\$13,000.00</u>	\$ <u>\$13,000.00</u>

NOTE: Building demo includes the demolition of the building located at 304 Hillsboro Road, the haul off all debris, removal of below grade foundation, regrading site as needed for drainage, EPSC and final stabilization of the site. Contractor responsible to repair any damage done within the public right-of-way and easements.

Where the Bid Form requests prices in both words and figures, both blanks are to be completed; and in case of a discrepancy, words shall govern.

The above prices include all costs of labor, materials, supplies, equipment, overhead and profit and other items required to complete the work as required by the Contract Documents.

The Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **sixty (60) calendar days** after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall execute the formal Agreement within ten (10) days and deliver a Performance and Payment Bond(s) as required by the Contract Documents.

Respectfully Submitted:

Modern Day Wrecking

(Firm Name)

BY:

Santasha T. Goldsby

(Signature)

Santasha T. Goldsby

(Typed or Lettered Name)

Secretary

(Title of Individual Signing Bid)

Modern Day Wrecking

PO Box 70628

Nashville, Tennessee 37207

(Business Address)

SEAL

(if Bid is by a Corporation)

END OF BID FORM

**CITY OF FRANKLIN, TENNESSEE
CONSTRUCTION/REPAIR AGREEMENT
COF Contract No 2017-0298**

This Construction/Repair Services Agreement (“Agreement”) is by and between the City of Franklin, Tennessee (“City”) and Modern Day Wrecking (“Contractor”) who mutually agree as follows:

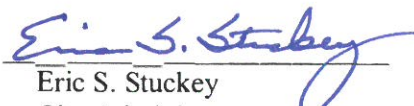
DECLARATIONS.

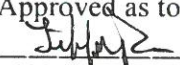
The City desires to retain the Contractor to provide the construction, repair and/or relocation services required for the completion of the City’s project hereinafter referenced as the Project. The Project is described as follows:

(Insert Project Name)

1. The City has solicited proposals in accordance with the City’s purchasing policy for the work required to construct, repair and/or relocate certain City infrastructure improvements, namely 304 Hillsboro Road Demo.
2. In response to the City’s solicitation for the Project, the Contractor submitted a bid/proposal dated November 30, 2017 along with his Scope of Work as detailed in Attachment A, which is attached hereto and hereby incorporated by reference as if fully set forth herein. Attachment A shall be considered as an integral part hereof.
3. The Contractor has also submitted an executed City Statement of License Certificate, Indemnification Agreement and a Certificate of Insurance that meets or exceeds the City’s Insurance Requirements, copies of which are attached hereto and hereby incorporated by reference as if fully set forth herein.
4. In the event of a conflict between the City’s solicitation for the Project and the Contractor’s submittals, the City solicitation shall supersede, except for any exception identified by the Contractor in his submittal and accepted at the time of award by the City.
5. The City’s award of this Agreement shall become effective upon the City Administrator’s approval of this Agreement as evidenced by his signature below on the date as indicated. Such approval has been authorized by the Franklin Board of Mayor and Aldermen by Resolution 2012-05 as approved on February 14, 2012.

BY: 
Contractor’s Signature
Title: Secretary
Date: 12-12-2017

BY: 
Eric S. Stuckey
City Administrator
Date: 12-19-17

Approved as to form:

Tiffani M. Pope, Staff Attorney

3.1

STANDARD CONTRACTING SERVICES TERMS AND CONDITIONS

1. **Assignment/Subcontracting.** Neither party may assign any rights or obligations under these Standard Contracting Services Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Contracting Services Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Contractor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve the Contractor of its duties under these Standard Contracting Services Terms and Conditions.

2. **Time of the Essence.** The parties agree that TIME IS OF THE ESSENCE with respect to the Contractor’s performance of all provisions of this Agreement.

3. **Notices.** Any notice provided pursuant to these Standard Contracting Services Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below, or such other address as either party may in the future specify in writing to the other:

In the Case of the City:	In the Case of the Contractor:
City of Franklin	Modern Day Wrecking
Attn: Ben Worley	Attn: <u>Douglas U Williams</u>
Re: COF Contract No 2017-0298; 304 Hillsboro Road Demo	
109 Third Ave. South	PO BOX 70628
P.O. Box 305	Nashville, Tennessee 37207
Franklin, TN 37065-0305	
FAX: _____	FAX: <u>615-650-9410</u>
E-Mail: <u>Ben.Worley@franklin.tn.gov</u>	E-Mail: <u>modernday@comcast.net</u>

4. **Arbitration/Mediation.** No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.

5. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under these Standard Contracting Services Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

6. Warranties/Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Contractor to limit its liability shall be void and unenforceable.

7. Severability. If any term or provision of these Standard Contracting Services Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Contracting Services Terms and Conditions will not be affected.

8. Precedence. In the event of conflict between the provisions of these Standard Contracting Services Terms and Conditions and any contract, agreement or other document which these Standard Contracting Services Terms and Conditions may accompany, the provisions of these Standard Contracting Services Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Contracting Services Terms and Conditions.

9. Indemnification. The Contractor agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by the Contractor's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Contractor and the City, they shall be borne by each party in proportion to its own negligence. The terms and conditions of this paragraph shall survive completion of this Agreement.

10. Additions/Modifications. If seeking any addition or modification to this Agreement, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Agreement, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Agreement and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

11. Applicable Law; Choice of Forum/Venue. These Standard Contracting Services Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

12. Termination. Either party may terminate these Standard Contracting Services Terms and Conditions, with or without cause, upon thirty (30) days' notice to the other. Upon termination by the Contractor, the City shall be entitled to retain ownership of any and all goods and equipment purchased and work completed. Upon termination by the City, the Contractor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased and/or services already rendered. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

13. Breach. Upon deliberate breach of these Standard Contracting Services Terms and Conditions, or of any contract, agreement or other document which these Standard Contracting Services Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Contracting Services Terms and Conditions without notice, with all of the remedies it would have in the event of termination under Section 12 (Termination) above, and may also have such other remedies as it may be entitled to in law or in equity.

14. Default. If the Contractor fails to perform or comply with any provision of these Standard Contracting Services Terms and Conditions, or of any contract, agreement or other document which these Standard Contracting Services Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by the Contractor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the contractor that submitted the next lowest and best responsive and responsible bid, or the contractor that submitted the next best proposal, if that contractor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting Contractor liable for all damages provided by law, including cost of cover.

15. Entire Agreement. These Standard Contracting Services Terms and Conditions, including any contract, agreement or other document which these Standard Contracting Services Terms and Conditions may accompany, constitutes the entire Agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Contracting Services Terms and Conditions. The terms and conditions of these Standard Contracting Services Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Contracting Services Terms and Conditions by section number and signed by an authorized representative of each party.

16. Survival. These Standard Contracting Services Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Contracting Services Terms and Conditions may accompany.

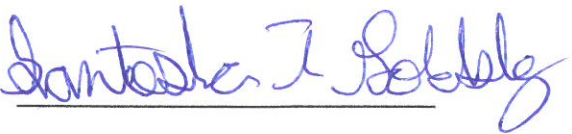
STATEMENT OF LICENSE CERTIFICATE

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that Modern Day Wrecking have fully complied with all requirements of Chapter No. 6 of Title 62 of the Tennessee Codes Annotated. The Contractor's license number and date of registration shall appear on the envelope containing the bid, otherwise the bid will not be considered.

Were issued Certificate No. 48842 on May 18, 2000 by the State Board of Licensing General Contractors.

Signed: _____



DRUG FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF Davidson

DRUG FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

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

1. He/She is the principal officer for: Modern Day Wrecking
(Name of Bidding Entity)
PO Box 70628
(Address of Bidding Entity)
Nashville, Tennessee 37207

2. That the bidding entity has submitted a bid to the City of Franklin on:
304 Hillsboro Road Demo
(Insert Project Name)

3. That the bidding entity employs no less than five (5) employees.

4. That Affiant certifies that the bidding entity 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. § 50-9-101-113.

5. That the affidavit is made on personal knowledge.

Further Affiant says not.

Santosh T. Golebsky
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14 DAY OF December, 2017.

Douglas A. Williams
NOTARY PUBLIC

My Commission Expires: 9/7/2021

INDEMNIFICATION AGREEMENT

Modern Day Wrecking _____ agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, what-so-ever, arising out of or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.